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CURRENT TOPICS.

NEITHER the sittings paper nor any of the cause lists was obtainable at the usual place of supply on Thursday afternoon. There could surely be some arrangement devised by which these papers would be issued a week before the commencement of each sittings.

WE ARE informed that the Board of Trade has appointed a committee consisting of the Solicitor-General, Sir MICHAEL HICKS-BEACH, His Honour Judge CHALMERS, Mr. MOWATT, Mr. Registrar EMDEN, and Sir COURTENAY BOYLE to consider whether any limit should be put upon the action of the Board of Trade with regard to the winding up of companies in liquidation.

BEFORE THE two divisions of the Court of Appeal there will be but 59 cases in the list, comprising 33 from the Chancery Division, 1 from the Chancery of the County Palatine of Lancaster, 17 from the Queen's Bench Division, 1 from the Probate, Divorce, and Admiralty Division, 1 Bankruptcy appeal, and 6 new trial cases. The 34 working days of the Easter Sittings should more than suffice for the disposal of this list.

LAST WEEK we referred to the altered aspect of the Chancery Sittings Paper for the Easter Sittings, and it will now be seen by the notice printed at the head of the cause lists that it has been found expedient to print what is in effect a summary of its regulations. This notice is worthy of careful attention, being, as it is, a guide shewing the court which must be applied to at certain times for the disposal of motions and unopposed petitions assigned to the judge who for the time being may be engaged on the selected list.

THE LIST of actions, &c., for hearing in the Chancery Division during the Easter Sittings consists of 39 in the selected list, 112 before Mr. Justice CHITTY, 93 before Mr. Justice NORTH, 60 before Mr. Justice STIRLING, 70 before Mr. Justice KEKEWICH, 71 before Mr. Justice ROMER, and 42 before Mr. Justice WRIGHT, being a total of 487, as compared with 611 at the commencement of the last sittings. The witness actions included in this number are 271, of which 152 (including the selected list) are before judges who will take no other class of business.

ONE OF the results of the laudable industry of three judges of the Court of Appeal in taking work in the High Court is, that there are at least five appeals from the decisions of these learned persons—if we are correctly informed, three from one of them and

one from each of the others. The consequence is likely to be a good deal of shuffling in the constitution of the court in the next sittings, in order that the judge who pronounced the decision in the court below may not take part in the hearing of the appeal.

If we are correctly informed, an effort is being made to obtain the amalgamation of the Judgment Registry kept at the Central Office with the Land Searches Department of the Land Registry. No details have yet reached us as to the proposal, but we may probably assume that this is yet another attempt by the Land Registry Office to extend its borders and increase its revenue. Why the register of judgments should be removed from the place where the registers in which other usual searches are made are kept, we fail to understand, but we hope that the Council of the Incorporated Law Society will keep an eye on the matter.

The question which has recently been discussed in our columns, whether an English commissioner is entitled to administer an oath to a witness in the Scotch form, has recently been considered by the Council of the Incorporated Law Society, who have informed a correspondent that in their opinion commissioners for oaths are entitled to administer oaths in the Scotch form, and that the following method should be adopted:—The deponent should in the first place be asked whether the name at the foot of the affidavit is his and in his handwriting. He should, if he answers in the affirmative, be asked to lift his right hand over his head and repeat after the commissioner, "I swear by Almighty God that the contents of this my affidavit are true."

It has for some time been an open secret that measures are being taken by the Lord Chancellor in conjunction with the Treasury to bring all the officers of the legal departments within the class of permanent civil servants, and to regulate their admission to the service, their hours of attendance, their promotion, their holidays, their sick leave, and their retirement from service by the same rules, as near as may be, as govern those of persons employed in Government offices. With regard to some of the legal departments, the officers have statutory rights which can only be altered or taken away by Act of Parliament, whilst many more received their appointments under special conditions which give them rights which would, if taken away, justly be the subject of compensation. The difficulty, therefore, of framing regulations which shall bring under one scheme these various interests is obvious. Compulsory retirement at the age of sixty-five, with a possible addition of a further five years of service for the higher class of officials, and at sixty, with a possible addition of a further five years of service for clerks, is the one of the proposals which appears to be most objectionable. The ages specified would not, half a century ago, have appeared very oppressive, but in the present day, when the health of men in general is so much improved and many retain their vigour, both of body and mind, up to an age beyond that mentioned, it becomes impossible to lay down any period at which it can be declared beforehand that a man is unfit for that work on which he has for years been occupied.

We refer elsewhere to the observations on officialism contained in the report just issued by the Council of the Incorporated Law Society; but the portion relating to the Land Registry Office and the registration of title to land, the greater part of which we reproduce elsewhere, deserves special attention. It traces with elaborate care the various steps which have been taken by this legal octopus to provide subsistence for itself out of the property of the landowners of Middlesex, the persons registering land charges, and even the county councils and owners of small holdings. The only thing we miss in this history is the trick by means of which the Land Registry (Middlesex Deeds) Act, 1891, was rushed through the House of Commons. The main value of this part of the report is that it puts in an admirably condensed form the leading reasons against the adoption of compulsory registration of title, and puts them so that they can be most easily grasped by the landowner. It was certainly a happy idea to promulgate this general summary before discussing the special objections to the delusive and dishonest Land Transfer Bill which has been brought into the House of Lords. We strongly hope that the portion of the report relating to land transfer will be printed separately and circulated among members of the Legislature and leading landowners. People who will not read a long pamphlet will be attracted by this concise and pointed statement. But it should be followed up by further observations on the reasons particularly applying to the above-mentioned Bill. We call it delusive and dishonest because (1) it professes to restrict compulsion to sales, while the real object of its promoters is, having got this concession, to make compulsion universal as speedily as possible; (2) it proposes to make registration compulsory on the lines of an obsolete Act of Parliament; and (3) it leaves the alteration of that Act as to leaseholds and numerous other matters to be settled by what Lord Halsbury happily described as "the silent and secret mode of altering the law" by rules.

An interesting decision on the Statute of Limitations (3 & 4 Will. 4, c. 42) was given by Chitty, J., in the recent case of *Dibb* v. *Walker* (*ante*, p. 355). In 1833 a mortgagor settled the equity of redemption in the mortgaged land, making the settlement expressly subject to the payment of the mortgage debt and interest. Upon a transfer of the mortgage in 1870, after his death, the then tenant for life under the settlement joined in the transfer, and, by way of further security, covenanted to pay the interest during her life. She did, in fact, pay the interest from 1866 to 1889, and, the security subsequently proving insufficient, the question arose whether this payment kept alive the liability of the mortgagor, so that the deficiency could be recovered against his estate. Section 5 of the above-mentioned statute provides that a specialty debt is kept alive by acknowledgment by the party liable or his agent, or by part payment, and it has frequently been a question by whom the payment must be made so as to be effectual. It is not unnatural to infer that it was meant to be placed on the same footing as an acknowledgment, so that it must be made by the party liable or his agent. This view was expressed in *Roddam* v. *Morley* (1 De G. & J. 1) and in *Coope* v. *Cresswell* (L. R. 2 Ch. 112), and was acted on by Parke, B., in *Forsyth* v. *Bristowe* (8 Ex. 716), where he held that payment by the assignee of an equity of redemption was sufficient to keep alive the liability of the mortgagor on the ground that the assignee was his agent to make the payment. At least he was prepared to hold this on the assumption that payment by the mortgagor or his agent was necessary. In fact, however, the statute is not so expressed, and, while it is clear that payment by a stranger would not be sufficient, it can probably be made by any person who is interested in the land under the mortgagor, whether regarded as his agent or not. In the present case the assignee by whom the payment was made was only tenant for life, but this of course made no difference. A payment by a tenant for life keeps up the debt as against the remainderman: *Roddam* v. *Morley* (*suprà*), and is made in respect of the whole estate. For the purpose of keeping it up as against the mortgagor it is as efficacious, therefore, as though made by an assignee in fee, and Chitty, J., held that the statute was no bar.

The hearing of the Behring Sea Arbitration was commenced at Paris on Tuesday last. Of the seven arbitrators, two, Lord Hannen and Sir John Thompson, the Canadian Prime Minister, are appointed by Great Britain, and two, Judge Harland, of the United States Supreme Court, and Mr. John P. Morgan, chairman of the Foreign Relations Committee of the United States Senate, by the United States. The remaining three, Baron de Courcel, Count Visconti-Venosta, and M. Gram, are appointed by the President of the French Republic, the King of Italy, and the King of Sweden and Norway respectively. On the motion of Lord Hannen, Baron de Courcel was appointed president. The questions to be primarily determined by the court are defined in the treaty of last year, under which it is constituted, as follows:—

"1. What exclusive jurisdiction in the sea now known as the Behring Sea, and what exclusive rights in the seal fisheries therein, did Russia assert and exercise prior and up to the time of the cession of Alaska to the United States?

"2. How far were these claims of jurisdiction as to the seal fisheries recognized and conceded by Great Britain?

"3. Was the body of water now known as the Behring Sea included in the phrase 'Pacific Ocean,' as used in the treaty of 1825 between Great Britain and Russia; and what rights, if any, in the Behring Sea were held and exclusively exercised by Russia after said treaty?

"4. Did not all the rights of Russia as to jurisdiction and as to the seal fisheries in Behring Sea east of the water boundary, in the treaty between the United States and Russia of the 30th of March, 1867, pass unimpaired to the United States under that treaty?

"5. Has the United States any right, and, if so, what right, of protection or property in the fur-seals frequenting the islands of the United States in Behring Sea when such seals are found outside the ordinary three-mile limit?"

The treaty also provides, in the alternative, that—

"If the determination of the foregoing questions as to the exclusive jurisdiction of the United States shall leave the subject in such position that the concurrence of Great Britain is necessary to the establishment of regulations for the proper protection and preservation of the fur-seal in, or habitually resorting to, the Behring Sea, the arbitrators shall then determine what concurrent regulations outside the jurisdictional limits of the respective Governments are necessary, and over what waters such regulations should extend."

There remains the question of damages. Upon this no reference was agreed upon, the matter being left for future negotiation, but it was agreed that either party might submit to the arbitrators any point of fact upon which the question might depend.

An interesting pamphlet upon the French laws of 1889 on nationality and military service as affecting British subjects has been issued by Mr. A. Pavitt (Stevens & Haynes), and to persons with ordinary English views of conscription the consequences of becoming a French subject are so disastrous that attention may usefully be called to the present state of the law in this respect. The matter chiefly affects persons who are born in France. Those who go there from other countries might formerly either be authorized to establish their domicil there, or might apply for naturalization. By the former means they acquired civil rights, but without changing their nationality, and this state of things might endure indefinitely. But now a declaration of domicil is only temporary, lasting, save in special cases, for no more than five years, and after that a person who wishes to retain his civil rights must take the further step of being naturalized. But such persons act of their own free will. So too, if they happen to know the law, do their descendants of the first generation born in France. As regards these it was settled till 1889 that they remained foreigners, save that they had the option of claiming French nationality within a year of the attainment of their majority. In the latter case the effect, it was held, was to make the individual so claiming French from birth, but the claim must have been made within the year, otherwise he remained a foreigner. At present this is somewhat altered, and the matter depends on whether the individual, when he attains his majority, is domiciled in France or not. If domiciled there he is French, unless within a year he repudiates the *status* of a French citizen; but, if not domiciled there, he remains a foreigner, unless he claims French nationality. The change of greatest importance, however, concerns the second generation born in France. Under the old law, a person born in France of a foreigner born in France was not necessarily French, though, to avoid this, he was bound to claim the *status* of a foreigner within a year of attaining his majority; but now this right of election has been taken away, and it is enacted simply that "every individual born in France of a foreigner himself there born is a Frenchman." With a curious disregard of existing rights it was decided in the *Exshaw case* (see *Law Quarterly Review*, October, 1892) that this new law applied to persons born before it came into force, but it is to be observed that the words do not state whether the parent born in France must be the father or must be the mother, or may be either. Apparently, as Mr. Pavitt points out, the word ought to be confined to the father; but the doubt, he adds, is about to be removed by legislation, and meanwhile the army authorities are adjourning the cases of recruits whose mothers only were born in France.

Readers interested in primitive law may usefully refer to an extract given in the current number of the *Law Quarterly Review* from a report by a British officer regarding the existence of predial slavery among the tribes on the northern frontier of Burmah. In a rude state of society the person best able to enforce a claim for damages is perhaps the judge or village headman before whom the case comes. There is an obvious advantage, then, if he is permitted to buy up the plaintiff's claim and himself proceed to enforce it against the defendant. If the defendant cannot pay, the headman can at least seize him as a slave. The purchase of a suit in this way is clearly a gross case of maintenance, but Burmese customs seem to have no fear of this nor any great regard for judicial impartiality. In the instance quoted in the extract, a member of the Kachin tribe had been wounded by one of the Shan tribe in a drunken quarrel. The former sold the headman his claim to damages for a gong and a buffalo, and the headman in the ordinary course, finding the offender had no means, reduced him to slavery. One usually credits primitive tribes with having a better idea of justice than this. It does not appear that the defendant had any chance of explanation, and clearly it was not for the advantage of the headman to give him any.

THE SPREAD OF OFFICIALISM.

The special committee of the Council of the Incorporated Law Society appointed to consider the question of officialism have issued a further report, in which the arguments against the system are very carefully and forcibly stated. "It may be laid down," says the report, "as a general principle that the interference of the State with the private business of the public ought to be confined to the narrowest possible limits compatible with the public interest." Few persons probably who have not paid special attention to the subject are aware of the extent to which this fundamental rule is already violated, and of the still greater inroads upon it which are in contemplation. The matter touches, of course, the public generally, whose business has to be transacted, and those persons, solicitors chiefly, whose place in transacting it is taken by Government departments. We have never affected to oppose the spread of officialism in the interest of the public only, though this would supply us with ample arguments against it. Solicitors, as a portion of the community, are entitled in their own interest to protest against any undue interference with the business which lies properly within their province; for which they have special skill and aptitude, and the monopoly of which is secured to them by the Legislature. No charge of selfishness can be brought against them until it is shewn that they are preventing the public from having their business transacted more speedily and cheaply and with at least equal efficacy, and on this point the public are best qualified to decide. It may be true that the public have not been on the alert to check the advance of officialism, but they have shewn very clearly what they think of it by persistently declining, as far as possible, to have anything to do with the departments which a paternal Government sets up for their benefit and supports out of their pockets. And it is not merely that the growth of Government departments is an injustice to solicitors accompanied by no corresponding benefit to the public. The injustice is one which in the nature of things, when once it has been started, cannot easily be put down. "It has been found over and over again," says the report, "that an official body, when once established, invariably defends its own position, and in case of failure, either financial or otherwise, seeks to justify its existence by further and more profitable extensions of its province."

A signal example of this is afforded by the bankruptcy and winding-up departments of the Board of Trade, and to a consideration of these the second part of the report is devoted. In spite of the advantageous position occupied by the bankruptcy officials in having the management of every estate intrusted to them at the beginning of the bankruptcy, creditors in general

prefer to resume control as soon as possible. They are doubtless very ill-advised in thinking they can manage their own affairs best, but, if they suffer for it, they have only themselves to blame. A more serious matter is that this desire for freedom from official interference left the department very much out of pocket, and trouble might have supervened had not a fruitful source of income been suddenly provided in the winding up of companies.

No one suggests now that bankruptcy and winding up should be removed altogether from Government control, but the proper sphere of this is in inspection and discipline, not in the administration of property. The distinction is put clearly in the report: "In all cases the official control of the Board of Trade should be confined to audit, inspection, and discipline, and all administration, *interim* or otherwise, both in the case of individuals and companies, should be left to the creditors, to whom in justice the estate belongs." The bankruptcy officials are by no means always qualified to deal with an estate in the most profitable manner, and they indulge sometimes in litigation which is quite opposed to the true interest of the creditors. Of this the report gives several examples. But even allowing, as we are quite willing to do, that their work in general is efficiently done, this is a slight matter compared with the clearly-expressed preference of creditors for retaining estates under their own control, and with the annual deficit of some £27,000, which has to be made up by the country. The Board of Trade has a fiction that a sum of stock, which, prior to 1869, belonged to the old Bankruptcy Court, but which has long since been cancelled, ought still to be treated as a dividend-producing fund, and it takes credit accordingly for an annual sum of about £39,000. But this way of converting a deficiency into a surplus by bringing into account a purely fictitious item, however ingenious it may be, is hardly convincing.

In regard to bankruptcy and winding up, the committee have numerous facts to go upon. Officialism here has had a clear field given to it, and it may be judged by its results. In other departments, such as registration of title and the establishment of a public trustee, it is not difficult to foresee that the success of current proposals would mean the most serious trouble and expense. We refer to land transfer elsewhere, but we must add here that the spread of officialism would be hardly less severely felt in the administration of trusts. It is difficult for any person not conversant with such matters to realize how widespread would be the loss and inconvenience occasioned by any interference with the present system of administration by private trustees. This point, too, is admirably stated in the report, which is likely to be of great service in checking the advance of the evil at which it is aimed, and which threatens to displace a large body of professional men, who have won their position by their own ability and industry, in favour of officials appointed under a vast system of patronage.

THE LAND TRANSFER BILL (LIMITED AND REDUCED).

III.

Settled Land.—Under the Settled Land Acts limited owners have the power of selling the settled land for an estate in fee simple, the purchase-money being paid to the trustees of the settlement or into court. This change in their position has made it difficult to adapt registration under the Land Transfer Act, 1875, to their requirements. Section 68 of that Act allows, indeed, persons having a power of sale to be registered as proprietors, and it has been the practice of the Land Registry Office to register tenants for life under this section, subject to restrictions in favour of the trustees; but the section was designed to meet the case of trustees and mortgagees, not of beneficial owners, and it has been recognized that the practice involves a strain upon the language of the Act. Hence all the Land Transfer Bills of recent years have made express provision for the placing of settled land upon the register. In the Bill of 1887 it was proposed that the trustees of the settlement should be registered as proprietors of the land, the name of the tenant for life being also entered in the register under an appropriate heading. The registration was not to confer upon the trustees a power of sale as against the tenant for life, and the tenant for life was, for the purpose of exercising the power, to be in the position of registered proprietor, the purchase-money being paid to the trustees.

This scheme is open to the objection that the persons who appear on the register as proprietors of the land are not in fact empowered to dispose of it, and the Bills of 1888 and 1889 reversed the positions of the tenant for life and the trustees of the settlement. At the same time it was necessary to allow the beneficial owner to be registered either as full owner or as limited owner, the latter term implying that he was either tenant for life, or a person having the powers of a tenant for life under the Settled Land Acts. The names of the trustees of the settlement were to be entered in a separate column in the register, and capital moneys arising upon a registered dealing with the land were to be paid either to them or into court. The same plan is incorporated in the present Bill, though with considerable verbal alterations. Under clause 4 (1) a person being tenant for life of, or having the powers of tenant for life over, settled land may be registered as proprietor, subject to the restriction that all money paid upon any transfer or charge be, until further order, paid either to the trustees of the settlement, or as they may direct, or into court. A person so registered is to be described as a limited proprietor, and the trustees will be named in the register. Where they have a power of sale they may also, with the consent of the tenant for life, be registered as proprietors.

Previous Bills have contained an express provision that the registration of a person as limited owner of settled land shall not confer upon the person so registered any greater powers of dealing with the land than those of a tenant for life under the Settled Land Acts. Perhaps this is unnecessary, and it is omitted in the present Bill. The description of the person on the register as limited proprietor shews that he has only the powers of a tenant for life, and any dealing by him with the registered land must be in pursuance of such powers. One restriction, however, is inserted. The principal mansion-house (if any) within the meaning of section 10 of the Settled Land Act, 1890, and the pleasure grounds and park and lands (if any) usually occupied therewith, are to be distinguished on the register by reference to a map, and are not to be transferred by the registered proprietor without the consent of the trustees of the settlement or an order of the court.

When there is so much on the register to indicate the existence of a settlement it is a little curious to find subclause (6) providing that "nothing in this section shall authorize the entry on the register of any reference to or notice of a settlement." The corresponding provision of the Bill of 1889 ran as follows:—"A person shall not be affected with notice of the trusts of any settlement by reason of any person being registered as limited owner under the settlement or by reason of any reference to the settlement being entered in the register." This appears to meet the case more skilfully. The form of the registration necessarily shews the existence of a settlement. What is required, then, is that persons dealing on the faith of the register shall not be affected with notice of the contents of the settlement. As to the persons claiming under the settlement the present Bill provides that, "subject to the maintenance of the right of the registered proprietor to deal by registered disposition" with the settled land, their estates, rights, and interests are to be unaffected by his registration as proprietor.

Transmission on death.—The clauses regulating the transmission of land on death are the same as the corresponding clauses in the Bill of 1889, with the exception, of course, of the proposals for the alteration of the law as to the devolution of the beneficial interest which have been already considered and rejected by the House of Lords in the Law of Inheritance Amendment Bill of this session. At present, under section 41 of the Land Transfer Act, 1875, it is the duty of the registrar, upon the death of the sole registered proprietor, or of the survivor of several joint registered proprietors, of any freehold land, to register in his place such person as may appear to be entitled according to law to be so registered. But now (clause 5) the personal representatives of the sole proprietor or survivor are alone to be recognized by the registrar as having any right

in respect of the land, and are empowered to deal with it by registered disposition as if they were the registered proprietors of the land; subject, however, to the proviso that where the person on the register has been registered as limited proprietor, upon his death the person to whom the land then passes may be placed on the register.

This provision, which applies to land of copyhold as well as of freehold tenure, is followed by proposals of a similar nature with regard to all land, whether on the register or not. Where real estate is vested in any person without right of survivorship in any other person, it is, on his death, notwithstanding any testamentary disposition, to devolve upon and vest in his personal representatives as if it were a chattel real. In respect of the administration of such land they would have the same powers and rights, and be under the same duties and liabilities, as if it were a chattel real, save that it would not be lawful for some or one only of several personal representatives to sell the real estate without the authority of the court. Subject to these powers, rights, duties, and liabilities, the personal representatives would hold the real estate as trustees for the persons beneficially entitled, who would have the same power of requiring a transfer of real estate as they have of requiring a transfer of personal estate. Assuming all land to be on the register, these proposals would doubtless simplify dealings with it. They would relieve the registrar of all inquiry as to the persons beneficially entitled. The personal representatives need not themselves be registered, but they would authorize the registration of the heir or devisee, and it is provided that no fee shall be payable on a transfer by personal representatives to a person beneficially entitled to land. Moreover, apart from registration, the proposals would form a proper element in a scheme such as that contained in the Bill of 1889 for the division of the real estate amongst the next of kin. But in the present measure, as applied to land generally, they are altogether uncalled for. An heir or a devisee does not want his title investigated by the personal representatives of his ancestor or testator, and the change in the law would simply be a source of expense without any corresponding advantage.

In any scheme of registration the provisions for the establishment of an insurance fund, for the registration of limited owners, and for the transmission of land on death are matters of great importance, and the public ought to be indebted to the framers of the present measure for taking them so far into their confidence as to indicate the lines upon which it is intended to proceed. But it is undoubtedly troublesome to enter into details, and when enough has been put in a Bill to give it some show of plausibility it is convenient to add a general clause authorizing the introduction of all other necessary provisions by means of rules. On former occasions this plan has been adopted very freely, but not perhaps in quite the same audacious manner as in the present instance. A register which purports to be a guide to the title to land can hardly afford to neglect leasehold interests, and the Act of 1875 provided for these. Apparently its provisions have been found inadequate and inconvenient, and the natural course would be to incorporate the proposed amendments in the Bill. Instead of this, however, the whole matter is relegated to the rule-making authority, and not only are rules to be made for carrying into effect the enactments of the Legislature, but those enactments themselves are to be subject to alteration. Rules are to be made, so runs the Bill, "for modifying the provisions of the Land Transfer Act, 1875, as to the registration of the proprietors of leasehold land," and rules are to be made generally for applying to the grant of leases and dealings with leasehold land the provisions of the Bill as to compulsory registration. With clause 17 before us, we feel quite grieved that the draftsman should have been put to the superfluous trouble of framing the previous sixteen clauses. How very much easier it would have been to provide, shortly, "Henceforth registration shall be compulsory. For details and list of fees apply at the Land Registry Office." This would have satisfied the officials, and we do not quite see who else need be consulted. Certainly not the landowners, for the sole object of the measure is to force them to do what for nearly twenty years they have persistently declined to do of their own free will. And certainly not the "legal middleman." He is a person to whom no encouragement should be given. While, as for the land reformers who never have any dealings with land, the shorter the measure the better it would suit hem.

CORRESPONDENCE.

"A POINT OF PRACTICE."

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the article hereon at page 352 of your issue of the 25th ult., we may mention that the case supposed at the end of the article actually happened to us last year. We had served a writ, issued out of the Blackburn District Registry, upon a defendant who neither resided nor carried on business within such district. On the morning of the ninth day after service, having received no notice of appearance, we went to Blackburn to sign judgment, but found that the registrar there had received notice of appearance in London. He allowed us, however, to sign judgment in the following terms:—"The defendant having appeared in London to the writ of summons, but not having served notice of appearance on the plaintiff or her solicitors, as required by ord. 12, r. 9, it is this day adjudged," &c.

We may add that we received notice of appearance in the afternoon, after we had signed judgment, and that defendant did not attempt to set the judgment aside.

Burnley, April 3. C. & S.

NEW ORDERS, &c.

GENERAL RULES PURSUANT TO THE COMPANIES (WINDING-UP) ACT, 1890.

1.—(*a.*) Affidavits in opposition to a petition that a company may be wound up under the order or subject to the supervision of the court shall be filed within seven days of the date on which the affidavit verifying the petition is filed, and notice of the filing of every affidavit in opposition to such a petition shall be given to the petitioner or his solicitor.

(*b.*) An affidavit in reply to an affidavit filed in opposition to a petition shall be filed within three days of the date on which notice of such affidavit is received by the petitioner or his solicitor.

2. When a petitioner consents to withdraw his petition or to allow it to be dismissed or the hearing adjourned, the court may, upon such terms as it may think just, substitute as petitioner any creditor or contributory who, in the opinion of the court, would have a right to present a petition, and who is desirous of prosecuting the petition.

The 29th day of March, 1893.

(Signed) HERSCHELL, C.

I concur.

(Signed) A. J. MUNDELLA,
President of the Board of Trade.

CASES OF LAST SITTINGS.

Court of Appeal.

Re **PARSON'S AND FURBER'S BILL OF SALE**—No. 2, 28th March.

BILL OF SALE—REGISTRATION—OMISSION TO RE-REGISTER—APPLICATION FOR EXTENSION OF TIME—BANKRUPTCY OF GRANTOR INTERVENING.

This was an appeal from a decision of a divisional court (Lord Coleridge, C.J., and Collins, J.). The question was whether, after an accidental omission to re-register a bill of sale and the bankruptcy of the grantor having intervened, extension of time for re-registration could be granted. In 1887 one Parsons gave a bill of sale for £1,500, and it was duly registered. Next year it was assigned to one Furber. By accident it was not re-registered, as it ought to have been, in June, 1892. On the 9th of January, 1893, an application was made to a judge in chambers for an order to extend the time for registration. In the meantime, in October, 1892, a petition in bankruptcy had been presented against Parsons, and on the 8th of December a receiving order was made, and on the 28th he was adjudicated a bankrupt, and an order was made, under section 121 of the Bankruptcy Act, 1883, for the summary administration of his estate. On the 11th of January the judge in chambers made an order extending the time for re-registration, and the usual words making the order subject to any rights which had intervened were struck out. The judge, afterwards, on his attention being called to *Crew* v. *Cummings* (36 W. R. 908, 21 Q. B. D. 420), set aside his own previous order. The bill of sale holder appealed to the Divisional Court, who affirmed the decision of the judge, he then appealed to the Court of Appeal.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that by the adjudication of the bankrupt there was a divesting of his property and a vesting of it in the official receiver.

Application to extend the time for re-registration, required by section 11 of the Bills of Sale Act, 1878, had been made under section 14, the terms of which were very wide. There had been decisions on that 14th section, some of which appeared to be hopelessly conflicting. In *Re Dobbin* (56 L. J. Q. B. 295, 35 W. R. Dig. 33) a divisional court rectified an error which made the registration of a bill of sale void, though the grantor had in the meantime become bankrupt. But in *Crew* v. *Cummings* the Court of Appeal held that it would not be right, if the court had a discretion, to rectify a blunder after some third party had acquired a right. On the authority of that case and the present facts, it was too late to extend the time. The appeal must be dismissed.

KAY and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Sir Horace Davey*, Q.C., and *Willes Chitty*; *Dickens*, Q.C., and *Muir Mackenzie*. SOLICITORS, *Richard Furber*; *Sole, Turner, & Knight*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Chancery Division.

MICKLETHWAITE *v.* **VAVASOUR**—Chitty, J., 28th March.

REVIVOR—SUIT DORMANT 139 YEARS—PERSONAL REPRESENTATIVES OF PLAINTIFFS UNASCERTAINED—NOTICE.

Decree in 1746 in administration suits to which the testator's executors, heir, and widow were plaintiffs, directing general administration, sale of the real and personal estate and payment of debts out of the proceeds, the widow's right of dower being reserved. Order in 1753 directing £430 proceeds of sale of real estate to be paid into court and invested, and payment into court accordingly. A bond debt had been admitted by the defendants in the suit, the bond creditor being a party, but no further steps were taken after the above payment into court, and the bond debt was still unsatisfied. The legal personal representative of the bond creditor now applied for an order of revivor, in order to obtain payment of his debt out of the money in court. The legal personal representatives of the testator and of his heir and widow were served with notice of the application, but the legal representatives of the plaintiffs in the suits had not been ascertained or served. The money came under the head of "Accounts of various suitors kept causewise," and fell within the first schedule of the 32 & 33 Vict. c. 91, s. 4, headed "Money belonging to suitors and not transferred by the Act." It had consequently not been transferred to the Commissioners for the Reduction of the National Debt as an unclaimed fund in Chancery. The question was whether the suits could be revived after this long lapse of time, and whether it was essential to give notice to the personal representatives of the plaintiffs.

CHITTY, J., said that the extraordinary lapse of time—nearly a century and a half—during which the suit had been allowed, as it were, to go to sleep, was not a ground for refusing an order of revivor. The court had held, and still held, the fund in question. To say that the mere lapse of time was a reason for refusing the order would be tantamount to saying that the court was to go on keeping the money for ever, notwithstanding that it had decreed that it was to be applied in payment of debts. The court in such matters had a discretionary power. If he thought that the rights of parties had been altered by lapse of time he should, of course, refuse to make the order; but as no such alteration of rights appeared to have occurred, it would be an injustice to refuse it. The order would be open to be discharged at the instance of any of the parties made defendants. As to the applicant not having given notice to any of the legal personal representatives of the plaintiffs, there was no evidence to shew that there were any such representatives in existence. Had there been, it would, he thought, have been necessary under the old practice to have given them notice before revivor was allowed. He declined, however, to put the applicant to the expense of finding out who they were. It was at least certain that they had allowed the causes to go to sleep for some 139 years. The order would be that the applicant should be at liberty to carry on the proceedings so far as necessary for the purpose of dealing with the funds in court, but not further or otherwise. The order would also be postdated a month, so as to give the parties against whom the proceedings were to be carried on the opportunity of making any objection to it.—COUNSEL, *Levett*, Q.C., and *George Murray*; *Methold*. SOLICITORS, *Head & Hill*; *The Official Solicitor*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **WILSON, WILSON** *v.* **HOLLOWAY**—North, J., 25th March.

PARTNERSHIP—TENANTS IN COMMON—CONVERSION.

An estate was purchased by W. Settles with the object of developing the same with the aid of A. Wilson as surveyor, and by an agreement, made in 1867 between Settles and Wilson, Settles agreed to sell to Wilson one undivided moiety of the estate in consideration of £9,231 and half the expenses connected with the estate since the 16th of February then last, Wilson to be entitled to one moiety of the profits thereof from that day. On payment of the last instalment of the purchase-money Settles was to convey the moiety to Wilson, his heirs and assigns. If Wilson made default Settles was to be at liberty either to declare the agreement void and return all moneys paid or to enforce the agreement. Wilson was to give his services as surveyor without remuneration, Settles was not to be obliged to attend to the management of the estate. Wilson was not, except by will, to dispose of his undivided moiety or any part thereof without the consent of Settles, and no agreement was to be entered into for the disposal of the estate or any part thereof without the concurrence of both parties. Wilson died in 1871. No conveyance was ever executed to him and the last instalment of the purchase-money was paid by his executors. In 1874 Settles repurchased Wilson's moiety. This was an originating summons to have it determined, *inter alia*, whether Wilson's moiety was to be treated as converted into personalty. It was contended for the testator's personal representatives that the estate was partnership property and therefore personalty.

NORTH, J., said whether or not the parties were partners was not directly in point. The question was whether there was any trust or contract by virtue of which conversion took place. Supposing they were partners and land formed part of the partnership property, yet there might be a definite agreement that at the end of the partnership it should be still real estate, though, of course, the partnership property would be personal in the absence of any special circumstances. On the construction of the agreement his lordship held that the estate had not been converted at Wilson's death.—COUNSEL, *Cozens-Hardy*, Q.C., and *J. M. Stone*; *S. Hall*, Q.C., and *Ingle Joyce*. SOLICITORS, *Stones, Morris, & Stone*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **BOWEN, LLOYD PHILLIPS** *v.* **DAVIS**—Stirling, J., 29th March.

WILL—CONSTRUCTION—CHARITABLE BEQUESTS FOR THE ESTABLISHMENT OF DAY-SCHOOLS—GIFT OVER IF THE GOVERNMENT SHOULD ESTABLISH A GENERAL SYSTEM OF EDUCATION—PERPETUITY.

The Rev. Daniel Bowen, by his will dated the 3rd of September, 1846, made two charitable bequests of £1,700 and £500 to trustees, upon trust to invest the same and to establish Welsh day-schools in certain parishes in Wales, and to continue the same schools for ever thereafter, and he declared "that if at any time hereafter the Government of this kingdom shall establish a general system of education, the several trusts of the said several sums of £1,700 and £500 shall cease and determine, and I bequeath the said several sums in the same manner as I have bequeathed the residue of my personal estate." He appointed his sisters, Jane Lloyd, Annie W. Phillips, and Rachel Rees, executrixes and residuary legatees of his will. The testator died on the 9th of October, 1847, and his will was duly proved. In 1870 the Elementary Education Act was passed. This was a summons taken out by the persons interested in the residuary estate of the testator against the Attorney-General and the trustees of the respective sums of money for the determination of the question whether, in the events that had happened, the trusts of such moneys had determined, and whether the moneys had fallen into the residue. It was contended on their behalf that they were entitled to the trust funds inasmuch as the Government had established a general system of education. On behalf of the Attorney-General it was contended that, although such a general system of education had been established, the gift over in favour of the residuary legatees was bad as coming within the rule against perpetuities.

STIRLING, J., said that, according to the law as stated by Sir G. Jessel, M.R., in *London and South-Western Railway Co.* v. *Gomm* (30 W. R. 620, 20 Ch. D. 562), if the gift in favour of the residuary legatees was one which was not to vest until after the expiration of, or would not necessarily vest within, the period fixed and prescribed by law for the creation of future estates and interests, then the gift was bad unless the circumstance that the prior gift was in favour of a charity made any difference. It had been decided that the rule against perpetuities had no application to the transfer in a certain event of property from one charity to another: *Christ's Hospital* v. *Grainger* (1 Mac. & G. 460), *Re Tyler, Tyler* v. *Tyler* (40 W. R. 7; 1891, 3 Ch. 252). The principle of those decisions did not, however, in his lordship's opinion, extend to cases where (1) an immediate gift in favour of private individuals was followed by an executory gift in favour of charities, or (2) an immediate gift in favour of charity was followed by an executory gift in favour of private individuals. Of the former class of cases Lord Selborne, C., in giving the judgment of the Court of Appeal in *Chamberlayne* v. *Brockett* (21 W. R. 299, 8 Ch. App. 206), said: "If the gift in trust for charity is itself conditional upon a future and uncertain event, it is subject, in our judgment, to the same rules and principles as any other estate depending for its coming into existence upon a condition precedent. If the condition is never fulfilled the estate never arises; if it is so remote and indefinite as to transgress the limits of time prescribed by the rules of law against perpetuities the gift fails *ab initio*." The second class of cases did not seem to have been under the consideration of any court in this country; but the Supreme Court of Massachusetts had, in *Brattle-square Church* v. *Grant* (3 Gray, 142) and *Theological Education Society* v. *Attorney-General* (21 Lathrop, 285), held that the rule against perpetuities applied to that class. For the knowledge of those decisions he was indebted to the very learned and able treatise of Professor J. C. Gray on the Rule against Perpetuities, to which he had been referred in argument. But as property might be given to a charity in perpetuity it might be given for a shorter period, however long, and the interest undisposed of, even if it could not be the subject of a direct executory gift, might be left to devolve as the law prescribed. Of that an example was to be found in *Re Randell, Randell* v. *Dixon* (36 W. R. 543, 38 Ch. D. 213), where a testatrix had bequeathed money on trust to pay the income to the incumbent of a particular church so long as he permitted free sittings, but in case payment for sittings was ever demanded, she directed the money to fall into the residue, and it was held that that direction, being merely that the fund should go as the law would otherwise carry it, did not offend the rule against perpetuities. The question, therefore, appeared to his lordship to be one of construction as to whether the testator had given the property to charity in perpetuity subject to an executory gift in favour of the residuary legatees, or for a limited period, leaving the undisposed of interest to fall into the residue. In construing the will the rule to be applied was that stated by Lord Selborne in *Pearks* v. *Moseley* (29 W. R. 1, 5 App. Cas. 714): "You do not import the law of remoteness into the

construction of the instrument by which you investigate the expressed intention of the testator. You take his words and endeavour to arrive at their meaning exactly in the same manner as if there had been no such law, and as if the whole intention expressed by the words could lawfully take effect." Now, the testator directed the trustees named in his will, by means of the funds paid to them by his executors, to establish certain schools, "and to continue the same schools for ever thereafter." He contemplated a perpetual succession of trustees, in whom the execution of the charitable trusts was to be vested. His lordship thought that on the true construction of the will there was an immediate disposition in favour of charity in perpetuity, and not for any shorter period. That was followed by a gift over if at any time the Government should establish a general system of education, and under that gift over the residuary legatees took not an immediate but a future interest. As the event on which the future interest was to arise was one which need not necessarily occur within perpetuity limits, it followed that the gift over was bad, and, consequently, the summons must be dismissed.—COUNSEL, *Hastings*, Q.C., and *Swinfen Eady*; *Sir J. Rigby*, S.G., and *Ingle Joyce*; *Cruickshank*. SOLICITORS, *Sharon Grote Turner*; *Hare & Co.*; *Helder, Roberts, Son, & Walton*, for *W. Morgan Griffiths*, Carmarthen.

[Reported by W. A. G. WOODS, Barrister-at-Law.]

High Court—Queen's Bench Division.

GEORGE (Appellant); **CARPENTER** (Respondent)—7th February.

FISHERY DISTRICT—RESERVOIR—TRIBUTARY OF RIVER—SALMON FISHERY ACT, 1865—FRESHWATER FISHERY ACT, 1878.

This was a special case stated by two justices for the county of Montgomery, and raised the question whether the Corporation of Liverpool, who had obtained statutory powers to erect a dam across a portion of the River Vyrnwy for the purpose of forming a reservoir, were entitled to say that the portion of the River Vyrnwy above the dam was taken out of the district of the Severn Fishery Board. By a certificate of the Secretary of State the district of the Severn Fishery Board was in part defined as follows:—"So much of the Rivers Severn, Vyrnwy, and Teme and the tributaries of the River Severn as is situate within the county of Montgomery." In 1867 the district was extended to include so much of the tributaries of the Rivers Vyrnwy and Teme as was within the county of Montgomery. In 1882 the district was further defined as including so much of the River Severn and all its tributaries as was within the county of Montgomery. In 1879 by a resolution of the Severn Fishery Board fishing for trout and char within the district of the board was permitted to any person obtaining a licence from the board. In 1880 the Corporation of Liverpool obtained statutory powers by the Liverpool Corporation Waterworks Act, 1880, to construct a dam across the valley of the River Vyrnwy, and so to form a reservoir for the purpose of supplying Liverpool with water. The Bill of the corporation was opposed by the fishery board, but their opposition was withdrawn, and an agreement was entered into by the board with the corporation on the 24th of June, 1880, by which certain payments were made by the corporation to the board. Section 36 of the Act authorized the corporation to collect, divert, impound, and use all the waters of the River Vyrnwy and its tributaries above the dam. By section 37 as full compensation for taking the water of the River Vyrnwy the corporation were bound to permit a certain constant supply of water to flow, to be called the daily compensation water, and there was also to be a monthly supply of compensation water. By section 49 it was provided that except only as was by the Act expressly provided nothing contained in the Act should take away, lessen, prejudice, or alter any of the rights, powers, or privileges of the Severn Fishery Board. On the 30th of September, 1892, an information was preferred by the appellant, the water bailiff of the board, against the respondent charging him under section 35 of the Salmon Fishery Act, 1865, as amended by section 7 of the Freshwater Fishery Act, 1878, with fishing for trout within the Severn Fishery District without a licence. It was proved that on the day in question the respondent fished in the reservoir constructed by the Liverpool Corporation in the River Vyrnwy, and that the respondent had no licence to fish within the Severn Fishery District. The justices dismissed the information, but stated this case for the opinion of the court. The questions for the court were: (1) Whether the said reservoir was a tributary of the River Severn within the meaning of the certificates defining the Severn Fishery District? (2) Whether the right to issue licences to fish for trout in the said reservoir had been extinguished by the agreement of 1880 and the Liverpool Corporation Waterworks Act, 1880, or either of them?

THE COURT (LAWRANCE and COLLINS, JJ.) upheld the decision of the justices, being of opinion that the reservoir was not a tributary of the River Severn. The case of *Harbottle* v. *Terry* (31 W. R. 289, 10 Q. B. D. 131) was an authority which covered this case. The judges there said that a tributary implied a stream. This reservoir could not be said to be a stream. So much of the River Vyrnwy as was above the dam had ceased to be a tributary of the River Severn; but so far as it ran at all below the dam it remained a tributary. As the court had answered the first question in the negative, it was not necessary to consider the second question. Appeal dismissed.—COUNSEL, *Willis Bund*; *Joseph Walton*, Q.C., and *W. F. Taylor*. SOLICITORS, *Stallard & Turner*, for *John Stallard, jun.*, Worcester; *Venn & Co.*, for *Atkinson*, Town Clerk of Liverpool.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

COLLINS v. **COOPER**—4th February.

FAIR—MEANING OF—GAMES FOR THE AMUSEMENT OF THE PEOPLE—OCCUPIER OF LAND ALLOWING SUCH GAMES ON HIS LANE—NO PAYMENT TO OCCUPIER—WHETHER SUCH GAMES ARE A "FAIR"—WALSALL CORPORATION ACT, 1890, s. 126.

Appeal by case stated by the justices of Walsall, as to whether the appellant was properly convicted of holding a "fair" within the meaning of section 126 of the Walsall Corporation Act, 1890 (53 & 54 Vict. c. cxxx.), which section provides as follows:—"If any person shall, without the licence of the corporation, on any land belonging or reputed to belong to or occupied by him in any part of the borough, hold or permit to be held any market or fair, he shall be liable to a penalty not exceeding £50, or a daily penalty not exceeding £10." From the facts as stated in the special case it appeared that three fairs are held each year at Walsall, one of which is held on the Tuesday preceding the 29th of September. The appellant, Collins, was the occupier of land in Walsall, and on the 24th, 26th, and 27th September (the 27th being a regular fair day), he, without the licence of the corporation, brought and permitted other persons to bring on his land certain swing-boats, roundabouts, shooting galleries, an electric light apparatus, a wild beast show, a ghost exhibition, a baby show, and various contrivances for the amusement of the people. There was no evidence that the appellant received any money for the use of the land by the proprietors of these contrivances, nor was there any evidence that any goods were offered for sale on the said land, or that there was any buying or selling of goods on the land. On this evidence the justices convicted the appellant of holding a fair on the land. The question now was whether this conviction was right.

Feb. 4.—BRUCE, J., read the following judgment:—In this case we are asked whether, upon the facts stated, there was evidence before the justices of the holding of a fair by the defendant, in contravention of the 126th section of the Walsall Corporation Act, 1890. [His lordship read the section and stated the above facts.] In my opinion there was no evidence to justify this conviction. The word "fair" is a well-known term in law, and it is, so far as I can ascertain, always used in connection with the buying and selling of merchandise, cattle, or other commodities. Lord Coke, in commenting on the Statute of Westminster the First, speaks of a mart as a fair, and he says that every fair is a market, but a market is not a fair. It is said in the report on charters and records relating to the history of fairs and markets in the United Kingdom, referred to in the report of the Royal Commission on Market Rights, that the only distinction between a market and a fair seems to be that fairs are larger than markets, and are held only on a few stated days of the year, whereas markets are held once a week or oftener. In the appendix to the report numerous instances are given of charters and records relating to fairs, and in all the cases I can find the right to hold a fair is a right to hold a fair for the buying and selling of goods or cattle. There is one case alluded to in the report where the Abbot of Abingdon was, in the 14th year of King John, summoned to shew what right he had in the fair of Ealingford, which the Earl of Albemarle said was to the damage of his fair of Wanting, and the abbot pleaded that the gathering which he held was a wake and not a fair, yet he admitted that there was always selling and buying there. . . . No doubt in connection with the great annual or quarterly fairs amusements and sports were provided for the people, but these were merely incident to the business of the fair. In modern times the commercial importance of fairs has greatly diminished, and the amusements which accompany the holding of fairs often excite more attention than the buying and selling. But it seems to me that this circumstance does not alter the meaning of the word "fair." No doubt words may, and often do, undergo a change of meaning, but I cannot find any authority for the use of the word "fair" as applied to a wake, or a show, or an exhibition. A cattle fair still means a fair where cattle are sold, a fancy fair where fancy articles are sold. It is said that there are such things as pleasure fairs, but I am not sure that there is any such phrase in common use, but if there is it can, I think, only mean a fair at which toys, &c., are sold. From what I have said, I should think that if the word "fair" stood alone in the Act of Parliament that it would not apply to a mere collection of contrivances for amusement. But the words used are any "fair or market," and the proximity of the word "market" emphasizes the sense in which the word "fair" is used. But the general scope of the series of the Acts of Parliament relating to the markets and fairs of Walsall leave, I think, little doubt as to the meaning of the word in the section in question. These fairs and markets held at Walsall have, since the year 1848, been the subject of legislation. [His lordship then referred to the earlier Acts.] The Act of 1890, the 126th section of which creates the offence charged against the appellant, contains, in the 125th section, an enactment that, in lieu of the tolls authorized by the Act of 1850, the corporation may receive tolls . . . from persons selling or exposing for sale animals or articles in any market or fair in the borough, or using or occupying any market premises. Then follow, in the schedule, tolls under three distinct headings—(1) tolls in the general market or fair; (2) fair; (3) tolls in the cattle and pig market. It seems to me to be clear from the way in which in these Acts of Parliament the tolls to be taken in respect of the market and the fair are mentioned, that the word "fair" is used in the proper sense as a mart or gathering for the selling of goods; and I think we cannot give to the word "fair" in the 126th section a meaning different from that which it bears in the other sections of the same Act and in the earlier Acts. The whole drift of the legislation is, I think, the protection of rights in the nature of market rights. It was suggested that even if the acts of the appellant in themselves did not constitute an offence against the section, yet, as there was some buying and selling by other persons on the public highways near to this land, that the whole might be taken together and constitute a fair. But it is expressly found that the buying and selling on the highways did not take place with his consent or connivance, and in that case he cannot be rendered responsible for the acts of other persons. I have only to say that

I think a different question would have arisen if the corporation had sought to recover from the appellant tolls in respect of the vans, &c., on his land. It is enough for me to say that that question is not before us, and I give no opinion upon it.

LAWRANCE, J., in differing from the above judgment, said that he took a broader and wider view of the meaning of the word "fair" in the section, and he held that it included such amusements as were in question in this case, and that consequently the appellant was rightly convicted. The junior judge withdrawing his judgment, the conviction stood.—COUNSEL, *Disturnal; Hugo Young.* SOLICITORS, *Bower, Cotton, & Bower*, for *John Cottrell*, Walsall, and *T. W. Wright*, Leicester; *Sharpe & Co.*, for *J. R. Cooper*, Walsall.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

THE GUARDIANS OF THE POOR OF THE COLCHESTER UNION *v.* **MOY**—13th February.

TRUSTEE—LIABILITY—TREASURER TO GUARDIANS OF THE POOR—MONEYS LOST THROUGH FAILURE OF BANK—NECESSARY EMPLOYMENT OF ORDINARY MERCANTILE AGENT.

The question raised in this case, which was tried before Charles, J., without a jury, was whether the defendant, the honorary treasurer to a board of guardians, was personally liable for the loss of moneys received by him to the use of the guardians, such loss having arisen through the failure of a bank into which the treasurer had, according to the custom of previous treasurers, paid the amounts received. The action was brought upon a bond given by the defendant and two sureties in November, 1887, for the faithful performance of his duties as treasurer to the guardians, and the payment to them of the balance of moneys in his hands from time to time. The duty of the defendant was to receive all moneys tendered to be paid to the guardians, and to pay out of all such moneys all orders drawn on him in respect of the union; his services were gratuitous. It had been the practice—well known to the guardians—before the defendant's appointment for the treasurer to keep the moneys collected for the guardians in alternate years at the banks of Messrs. Round & Co. and Messrs. Mills & Co., of Colchester. In accordance with this practice, the balance in the hands of Messrs. Round & Co. was in March, 1891, transferred to Messrs. Mills & Co., the account being headed "The Colchester Union." Interest upon the balance in their hands was from time to time credited to this account by the bank. Into this account were paid the moneys collected for rates by the rate collectors, and also any sums received personally by the defendant on behalf of the guardians. A book called "the treasurer's book" was kept by the bank, and shewed all payments in and out, and the account kept in this book was headed, "account of receipts and payments on behalf of the guardians of the union for the half-year ending, &c.—Colchester Union.—Thomas Moy, treasurer." Cheques were drawn by the guardians on the treasurer in the following form. "To , Esq., treasurer of the Guardians of the Poor of the Colchester Union in the county of Essex, at the banking-house of Messrs. & Co., Colchester. Pay to or order and charge the same to the account of the guardians (signed by chairman, &c., of the board)." Messrs. Mills & Co. stopped payment in December, 1891, having then a balance of £4,511 due upon this account. The defendant, by agreement with the guardians and without prejudice, proved against the estate of the bank in respect of this sum, and paid to the guardians the amount so recovered. The guardians now sued for the balance which had been lost by reason of the failure of the bank.

CHARLES, J., in the course of a considered judgment said:—The first question which arises is whether at the date of the stoppage of the bank the account was the account of the defendant or of the plaintiffs. This is a question of fact, and I have come to the conclusion that in the circumstances proved the account was the guardians'. They really selected the bank, for the account was kept in rotation with the two Colchester banks with their entire approval and sanction. The defendant did not choose either banker. Moreover, the way in which the interest was dealt with points strongly to the account being really the guardians' account. So also does the practice with regard to the treasurer's book. It was not, it is true, an ordinary pass-book, but it was used as such between the guardians and the bank week by week. On the other hand, the official forms point to the account being the treasurer's, but I do not think that in this instance they countervail the inference which I ought to draw from (among the other circumstances mentioned) the guardians' receiving interest on the account. No one ever receives interest on a banking account except the person whose account it is. A similar case to the present was that of *The Guardians of the Halifax Union* v. *Wheelwright* (23 W. R. 704, L. R. 10 Ex. 183) many of the observations of the court in the judgment in that case applying to the present one. If I am correct in my conclusion that the account was the guardians' account, the defendant is not liable in this action, and the guardians must bear the loss caused by the failure of the bank. But, assuming that the account is the treasurer's and not the guardians', the second question has to be determined, Is the defendant even in that case liable? I am of opinion that he is not. Here again the case that I have referred to appears to be almost decisive. The court there considered the same question, and decided it in favour of the treasurer. In the course of the judgment the court thus express themselves:—"It may also further be said that if the account must be regarded as the account of the treasurer with the bank, still it was an account kept by him with this bank by the order of the plaintiffs, and they ought not, therefore, to make a claim which he could not have enforced against the bank." In the present case I think it clear that the account was kept at Messrs. Mills's by what was equivalent to the plaintiffs' order. But apart from this authority, it appears to me that the position of an honorary treasurer—one who takes no profit from the moneys deposited with him—is analogous to that of a trustee or receiver. Such a person, whether he be paid or not, it would seem—but certainly if he is unpaid and is in the strictest sense a trustee only—is not responsible for a loss incurred without default on his part through the necessary employment of an ordinary mercantile agent. The principles which regulate such a case are referred to by Lord Selborne, L.C., in *Speight* v. *Gaunt* (32 W. R. 435, 9 App. Cas. 1) as "well settled." "In the early case of *Ex parte Belchier* (Amb. 218), before Lord Hardwicke," he remarks, "it was determined that trustees are not bound personally to transact such business connected with, or arising out of, the proper duties of their trust as, according to the usual mode of conducting business of a like nature, persons acting with reasonable care and prudence on their own account would ordinarily conduct through mercantile agents; and that when, according to the usual course of such business, moneys receivable or payable ought to pass through the hands of such mercantile agents, that course may properly be followed by trustees, though the moneys are trust moneys; and that if under such circumstances, and without any other misconduct or default on the part of the trustees, a loss takes place through any fraud or neglect of the agents employed, the trustees are not liable to make good such loss. That authority has ever since been followed." Lord Blackburn, in the same case, says:—"The authorities cited by the late Master of the Rolls I think shew that as a general rule a trustee sufficiently discharges his duty if he takes, in managing trust affairs, all those precautions which an ordinary prudent man of business would take in managing similar affairs of his own. . . . I think the case of *Ex parte Belchier* establishes the principle that, where there is a usual course of business, the trustee is justified in following it, though it may be such that there is some risk that the property may be lost by the dishonesty or insolvency of an agent employed." Lord Fitzgerald says:—"I accept it as settled law that, although a trustee cannot delegate to others the confidence reposed in himself, nevertheless, he may, in the administration of the trust fund, avail himself of the agency of third parties, such as bankers, brokers, and others, if he does so from a moral necessity or in the regular course of business. If a loss to the trust fund should be occasioned thereby, the trustee will be exonerated unless some negligence or default of his has led to that result." Now here the treasurer in the regular course of business kept the moneys which he received, and for which he was accountable, at a bank. It was a usual and wise course to adopt; one which, indeed, may almost be described as necessary, and was certainly the act of a careful and prudent man. I think, therefore, that the principles laid down in *Speight* v. *Gaunt* are applicable. It is contended, however, that the rules which regulate the relations between a treasurer and board of guardians make a difference, and that the bond given by the defendant in accordance with Article 184 of the Poor Law Orders of the 24th of July, 1847, imposes on him an absolute liability to pay, when required, the whole of the moneys which he has placed to his account at the bank. But I do not think that the terms of the bond enlarge the treasurer's liability. It is true that it provides for the payment of the balance "then remaining in the hands of or due from him"; but the bond is given according to Article 184 for the "due and faithful performance" of his duties. In the events which have happened he has, in my opinion, duly and faithfully performed his duties, and the bond does not extend the measure of his responsibility. He is bound to pay over on request the moneys "due from him." But the amount now sued for is not legally "due from him." It has been lost through no fault of his by the insolvency of the agent to whom he had properly intrusted it. The guardians can only get back from him what he can get back from the bank. My judgment is accordingly for the defendant, with costs.—COUNSEL, *Channell*, Q.C., and *Lyon; Meadows White*, Q.C., and *Eustace Smith*. SOLICITORS, *Beaumont & Co.; C. Fitch*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Ex parte **HUGHES**, *Re* **HUGHES**—C. A. No. 1, 17th and 28th March.

BANKRUPTCY—ACT OF BANKRUPTCY—ASSIGNMENT OF PROPERTY FOR BENEFIT OF CREDITORS GENERALLY—ASSIGNMENT OF ALL PROPERTY EXCEPT LEASEHOLDS—DECLARATION OF TRUST OF LEASEHOLDS—BANKRUPTCY ACT, 1883, S. 4, SUB-SECTION 1 (A).

This was an appeal of Hughes, the debtor, from an order of the Divisional Court (Vaughan Williams and Collins, JJ.), *ante*, p. 286, confirming a receiving order which had been made against the debtor in the Swansea County Court. The act of bankruptcy alleged in the petition was that the debtor had made an assignment of his property to trustees for the benefit of his creditors generally, within the meaning of section 4, sub-section 1 (*a*), of the Bankruptcy Act, 1883. The deed in question, after reciting that the debtor was justly and truly indebted to the persons and firms therein mentioned, who were creditors of the debtor in the several sums of money set opposite their names in the schedule, and had proposed and agreed to convey and assign all and singular his property and effects unto the trustees upon the trusts specified, witnessed that the debtor thereby granted and conveyed unto the trustees "all and every his freehold and copyhold messuages, lands, tenements, and all other his hereditaments and premises whatsoever and wheresoever, except leaseholds," and assigned all his stock in trade, chattels, &c., and "all personal estate, except leaseholds," to hold, &c. The deed further contained the provision:—"Provided always, and it is hereby declared, that the debtor shall stand possessed of all leaseholds and leasehold interests in trust for and to convey and assure the same as the trustees shall from time to time direct." The value of the whole property was £3,625, and the leaseholds by themselves were valued at £925. On behalf of the appellant it was

contended that this assignment was, by reason of the provision as to the leaseholds, not an assignment of substantially the whole of the debtor's property, and, therefore, did not amount to an act of bankruptcy, and the decision of the Court of Appeal in *Ex parte Foley, Re Spackman* (38 W. R. 497, 24 Q. B. D. 728), was cited in support of that contention. At the conclusion of the arguments the court took time to consider their judgment.

March 28.—THE COURT (LINDLEY and LOPES, L.JJ., Lord ESHER, M.R., dissenting) dismissed the appeal.

The judgment of Lord ESHER, M.R. (which was read by LINDLEY, L.J.) was as follows:—In *Ex parte Foley, Re Spackman* the court thought itself bound, in the first place, to construe section 4, sub-section 1 (*a*), of the Bankruptcy Act, 1883, and then to apply it to the facts of the case. The court first determined the rule of construction, and held that it was to be a rule of strict construction, because it dealt with an enactment casting an incapacity of managing his own affairs upon the person to be declared a bankrupt. As a result of this rule of construction the court held that the words "conveyance or assignment" of the debtor's property must be confined to such an act as in ordinary legal language would amount to an assignment or conveyance of the property dealt with, and that a contract or covenant to deal with property in a particular way, or a declaration of trust affecting property in a particular way, are not in ordinary legal language a conveyance or assignment of that property. This construction of the section was the foundation of the judgment elaborately reasoned by Fry, L.J., and clearly stated, I think, by Lopes, L.J., and myself. It was further stated, or was the necessary result of the rule of construction relied on, that the whole of the debtor's property must be dealt with by such an assignment or conveyance as was described in the judgments. I cannot retract from the rule of construction, or the consequent construction of the section, determined in that case. Applying them to the present case, it seems to me that although a part of the property of the debtor was within the meaning of the section "assigned or conveyed," yet that a material, substantial part was not so assigned or conveyed, and therefore that the only act of bankruptcy relied upon before us to support the receiving order was not made out. It is not enough to say that the debtor dealt with the whole of his property; it is necessary to make out that he dealt with the whole of it by assigning or conveying the whole of it. I think the appeal ought to be allowed.

LINDLEY, L.J., read a judgment in which, after referring to the provisions of the deed, he said that the only question was whether the deed was "a conveyance or assignment" of the debtor's property to trustees for the benefit of his creditors generally. The appellant contended that it was not, because the leaseholds were not conveyed or assigned, and he relied on *Ex parte Foley, Re Spackman* as an authority in his favour. The statute spoke of a conveyance or assignment to trustees, and those words had to be applied to all kinds of property. What was their meaning when applied to property, which in practice was seldom, if ever, conveyed or assigned to trustees in the strict technical sense? Were the words to be construed as extending to and as including the various methods of dealing with such property to which conveyancers usually had recourse, although such methods were not conveyances or assignments in the proper sense of those terms? Or were the words in question to be construed strictly in their proper sense, so as to exclude their equivalents in a business point of view? His lordship did not think the latter could be their proper construction. In order to protect trustees from the burdens which would be imposed on them by an assignment of leaseholds, conveyancers seldom, if ever, assigned leaseholds to trustees. They had recourse to a declaration of trust instead of an assignment. The same mode of dealing with them was adopted when leaseholds could not be assigned without the licence of the lessor, and his licence could not readily be procured. Any conveyancer instructed to prepare a conveyance or assignment by a debtor of all his property to trustees for the benefit of his creditors would draw the deed in the form most appropriate to the various kinds of property to which the deed was intended to apply. A properly drawn deed for such a purpose would contain a grant of the debtor's freehold property, a covenant to surrender his copyhold property (if he had any), an assignment of his debts, stocks, funds, and securities, and a covenant or trust binding him to deal with his onerous property—*i.e.*, his leaseholds and shares liable to calls—as the trustees should direct. Such a deed in such a form would, in his opinion, clearly be in ordinary legal parlance a conveyance or assignment by the debtor of his property to trustees for the benefit of his creditors, although, if its various parts were analyzed, it would be found that the legal estate in some of the property still remained in the debtor. His lordship could not entertain a doubt that such a deed in such a form would answer the description of a "conveyance or assignment" within the true meaning of those words as used in section 4, sub-section 1 (*a*), of the Bankruptcy Act, 1883; or that the deed executed by the debtor in this case was a conveyance or assignment within that section. But it was said that *Ex parte Foley* was inconsistent with this view. He could not so regard it. In that case there was nothing whatever which, by any stretch of imagination, could be regarded as a conveyance or assignment in any sense whatever. An attempt was made to spell out of some correspondence a trust for creditors, and the court held that, if there was enough to create such a trust, yet there was no such conveyance or assignment as was contemplated by the statute. The court was not considering the meaning of conveyance or assignment as applied to leasehold property, and although there were some observations to the effect that a mere declaration of trust was not a conveyance or assignment within the meaning of the enactment in question, he could not think that those observations were intended to apply, or ought to be treated as applying, to a formal conveyance or assignment by a debtor of all his property, except leaseholds, to trustees for the benefit of his creditors, and a covenant or declaration of trust by which his leaseholds were to be held and disposed of for their benefit also. The decision itself was quite right, but to decide that this deed was not an act of bankruptcy, and to hold that *Ex parte Foley* compelled the court so to decide, would, in his opinion, be quite wrong. This appeal was an experiment, made to induce the court to hold that a deed, which had been regarded as an act of bankruptcy ever since bankruptcy laws had existed, was not to be so regarded any longer. He could find no trace of any intention to alter the law to that extent, and the appeal ought to be dismissed.

LOPES, L.J., in the course of a written judgment, said that this case was distinguishable from *Ex parte Foley*. There was in that case no instrument under seal, no conveyance, no assignment, in any sense of those words; here there was an instrument under seal and an assignment. But there were observations in that case, to which his lordship was a party, which, it was said, were unnecessary for the decision of that case, and which went too far. After a very careful consideration of the matter he had come to the conclusion that the court in that case had put too strict and too narrow an interpretation on the words "conveyance and assignment." He thought they ought to be construed with reference to the particular property to be dealt with; and by the light of the language and practice of conveyancers. If instructions had been given to a competent conveyancer to convey and assign all the property of a debtor to a trustee for the benefit of his creditors, part of that property being leaseholds subject to onerous covenants, and subject to a provision against assignment without the licence of the landlord, he would have prepared an instrument similar to the deed in the present case, and he would have called that instrument an assignment. If it were held that this document were not an assignment within the Act, the court would be holding that a deed in the most effectual way denuding, and intended to denude, the debtor of all his property was not an act of bankruptcy. That would be a reaction on the bankruptcy law which he did not think was intended by the Legislature, and in his opinion the appeal ought to be dismissed. Appeal dismissed. —COUNSEL, *Cooper Willis*, Q.C., and *F. Cooper Willis; Herbert Reed*, Q.C., and *Cluer*. SOLICITORS, *Thomas, Metcalfe, & Sharpe*, for *Leyson*, Swansea; *Robbins, Billing, & Co.*, for *Daniell & Thomas*, Camborne.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

SCHMETTEN *v.* **FAULKS**—Chitty, J., 29th March.

SOLICITOR—EX PARTE MOTION—UNDERTAKING IN DAMAGES—SUPPRESSION OF MATERIAL FACT—UNDERTAKING WORTHLESS—LIABILITY OF SOLICITOR.

Application that the costs of an abandoned motion be paid by the plaintiff's solicitor personally, and for damages. The solicitor had instructed counsel to obtain *ex parte* an *interim* injunction to restrain a sale by auction of certain wines, and had allowed the usual undertaking in damages to be given. He did not mention the fact that bankruptcy proceedings were pending against the plaintiff, thinking such fact immaterial, as he was himself the petitioner, and thought he had control over the proceedings. A receiving order was in fact made the day after the *ex parte* injunction was granted. The damages consisted of certain fees which had to be paid to the auctioneer, although the sale did not take place. The solicitor gave evidence entirely negativing any suggestion of *mala fides*.

CHITTY, J., said he was satisfied that the solicitor did not mean to deceive the court. He had hoped that the bankruptcy petition would be adjourned. His lordship would put the point as leniently as possible, and call it a mere error of judgment. But it was a serious error for the other side. He must maintain the principle that those who came to the court on *ex parte* applications must shew the highest good faith and keep back nothing material from the court. What was material was for the court to judge, and if a man chose to act on his private opinion that a certain fact was immaterial, he did so at his own risk. Practitioners were fully aware of this, and always acted with the utmost integrity. An error had, however, been committed in this case. If his lordship had been told of the bankruptcy petition, he would not have granted the injunction, unless money was paid into court to cover damages. In the event the undertaking for damages was worthless. His lordship assessed the damages at seven guineas, and ordered the solicitor to pay the costs as between solicitor and client of the motion and of this application.—COUNSEL, *C. E. E. Jenkins; Byrne*, Q.C., and *Wilkinson*. SOLICITORS, *Thomas Ingle; Richard Davies*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

The *Daily News* states that his Honour Judge Paterson has been appointed to succeed Dr. J. T. Abdy as judge of the Essex county courts.

The following are the arrangements made by the judges of the Queen's Bench Division for constituting their courts during the ensuing Easter Sittings—viz.: Two courts will be formed to sit *in Banco* daily, the first of which will consist of Wills and Charles, JJ., and the second of Vaughan Williams and Bruce, JJ. The following judges will try special and common and non-jury actions: Lord Coleridge, C.J., and Hawkins, Cave, Day, Grantham, Lawrance, and Collins, JJ. Pollock, B., and Kennedy, J., will sit at the Guildhall to try London special and common jury cases; and Wright, J., will sit as an additional judge of the Chancery Division. Mathew, J., will be the judge at chambers.

THE INCORPORATED LAW SOCIETY ON COMPULSORY REGISTRATION OF TITLE.

The new report on officialism just issued by the Council of the Incorporated Law Society contains the following observations on the above subject:—

Another illustration of the consequences of establishing a department which does not pay its way and cannot subsequently be dispensed with is afforded by the office of Land Registry, which for many years has been a failure financially. The office was established on a voluntary basis by the Land Transfer Acts of 1862 and 1875, and has been open to all who chose to make use of it. After a long trial, the public have declined to adopt the system, the average annual registrations recently only amounting to eighteen, and many titles which had been registered being afterwards withdrawn by the landowners from the registry after all the expense and trouble of registration had been incurred. For many years the Land Transfer Office was a burden on the public exchequer, as is shewn by the Parliamentary return of June 3, 1890. From 1883 to 1886 the annual expenditure for salaries and expenses averaged £5,266, while the average annual receipts for fees amounted to only £834. Since 1888 the annual receipts have been increased and now appear to balance the expenditure, but this is attributable to the fact that by the Land Charges Registration and Searches Act, 1888, and the two Middlesex Registry Acts of 1891, the Land Registry Office has acquired the keeping of the registers of all writs, orders, and land charges under the Land Charges Act, and the whole of the Middlesex Registry business. The fees acquired in respect of this business have, for the present, more than balanced the expenditure and receipts of the office. The Land Charges Act, 1888, as introduced into Parliament provided for the new registers to be kept, in common with other similar lists, in the Central Office with official searches, which would have reduced the expense of searches in connection with purchases and sales of land. This benefit to the owners and lessees of land and to the profession was sacrificed, in order that the deficient income of the Land Registry Office might be subsidized. Moreover the fees prescribed for registration of land charges might have been much reduced if the work had remained in the Central Office, for experience shews that they far exceed the actual expense of registration. It was stated in the case of *The Queen* v. *The Vice-Registrar of the Land Registry* (24 Q. B. D. 178), where the obligation to register one class of land charges was in dispute, that the fees from that class alone and in one town alone might amount to no less than £250 per annum. The dangers arising from allowing an official system which does not pay to support itself by appropriating the profits of other official work is well illustrated in this instance. An annual expenditure—even of some thousands per annum—on an office which the public do not use is, however, a small matter as compared with the enormous loss which would fall upon the owners and lessees of houses and land in England if a system of registered titles were made *compulsory*. This system of compulsion has recently been more than once proposed, and Bills having that object in view have been introduced into Parliament and have received considerable support. When, however, the facts came to be looked into, and the owners and lessees of houses and land realized that such legislation would inflict an enormous loss and expense upon them, it became evident that the project would meet with decided and very general opposition. Landowners saw the force of the argument that if registration were beneficial the public would adopt it voluntarily, and that compulsory registration would not only be unjust, but unnecessary, if the voluntary system could be shewn to be advantageous. Moreover, a great number of landowners have no desire to sell their estates, and many, as, for instance, the railway companies, have no power to do so; the expense involved in compulsory registration would in such cases be simply a contribution to a public department, which could be of no possible benefit to the landowner. The main cause, however, of the failure of the existing Land Registry is, shortly, that the system does not fulfil the promise of easy and cheap transfer of land, on the faith of which it was established. It has notwithstanding been proposed to force this system upon landowners and purchasers of land by the irresistible power of Parliament. The experiment has probably cost the public, since 1862, more than £50,000, in addition to the great and continuing loss inflicted on the community by the forcible diversion of the land charges fees and Middlesex Registry fees to the support of an office with which they have no proper connection. But the cost of a *compulsory* experiment throughout the country would be incalculably greater. The capital value of real property in England can hardly be satisfactorily estimated; but in a Treasury minute, presented to the House of Commons in 1885, the gross capital value of real property in the United Kingdom was estimated at £3,778,437,000. This vast property is used in the most various ways—in agriculture, railways, waterworks, manufactories, mines, harbours and docks, and other public works, as well as for rural and urban dwellings. The persons interested, as freehold owners, leaseholders, and occupying tenants, are innumerable, and the constant dealings with their separate interests are so frequent and intricate as almost to defy computation. These transactions, in which despatch is often of the greatest importance, form the daily work of professional men scattered over England, whose number exceeds 15,000. They are, according to the Land Transfer Bills, to be transacted compulsorily in a Government office. To those who are practically acquainted with the business it will appear impossible that any office, however amply provided, and however widely spread all over the country, could scope successfully with business so great, so intricate, and so pressing; but, if it were possible, still an army of able and well-paid officials would be required. In addition to the grave objections inherent in such a scheme there remains the general objection that it is not expedient or in accordance with public policy, that work at present performed satisfactorily by private individuals, selected and trusted by the parties interested, should be compulsorily handed over to an official department. The facts as to the Middlesex Registry are as follows:—On the death of the late Lord Truro, a sinecure office, which had cost the owners and lessees of houses and land in Middlesex about £10,000 a year, dropped, and the opportunity might have been taken to afford them considerable relief, but unfortunately the office of the Land Registry was in existence, and the keeping of the Middlesex Registry, of which the duties had previously been performed with efficiency by a sub-official at a comparatively small salary, was handed over to that department. The obvious motive for this transfer was to give the profits of the Middlesex Registry to the Land Registry, whose proper business had failed to provide an adequate sum for the support of the establishment. If this motive had not existed, a substantial amount might have been remitted in fees, and the public might have received the full benefit of the saving due to the cessation of the sinecure office. To put the matter shortly, the owners and lessees of houses and land of Middlesex are taxed heavily to contribute to the maintenance of the Land Registry to the extent of £8,000 per annum. Whenever land registration has been tried in England, whether under the form established by the Land Registry Acts or in the case of the Middlesex and Yorkshire Registries, the system has caused much expense and delay with little, if any, compensating advantage. It may, indeed, well be doubted whether the existing Middlesex and Yorkshire Registries benefit the owners and lessees who are compelled to use them. They cause an additional expense upon every transaction; an expense which is not incurred when dealing with land outside the register districts. The Middlesex Registry alone, which is now absorbed by the Land Registry Office, is, after paying all the office expenses, now producing a net profit to the State of about £8,000 a year, and it is notorious that for many years the fees habitually charged in that office were largely in excess of what could be legally demanded. Even assuming the desirability of continuing the Middlesex Registry, it is not just that a profit of this kind should be made out of owners and lessees of land in one county. If they are still to be compelled to register their deeds they ought in justice only to be charged the actual expense of such registration. The fact that so large a profit is being made shews that the fees still charged are excessive. A deputation of members of Parliament and others, anxious to have the fees reduced, were on June 13, 1892, officially informed that in course of time it was probable that a general system of land registration would be created throughout the country, and that the appropriation of the money in the manner proposed would be a difficulty in the way of carrying out such a scheme. It is assumed that this meant *compulsory* registration, since it has been proved over and over again that landowners will not voluntarily register; and it seems difficult to conceive how such a suggestion can have seemed just, except to persons bent on pushing the official system at any price. The Middlesex Registry is a record of deeds, not titles. A large majority of the persons who use the register, and best able to judge, have expressed an opinion that the registry is not beneficial and should be abolished. Again the profit of £8,000 per annum in question is principally derived from transfers of leasehold interests. In these days of agitation for relief of leaseholders from public burdens it seems incredible that any system of compulsory officialism could have been permitted to lay hands on so large a revenue, as the fruit of excessive taxation on the land of one particular county, for the avowed purpose of upholding and extending a further system of officialism for the kingdom generally, which system the owners of property will not accept unless under compulsion. It is to be hoped that the Middlesex profits, which ought (as the late Chancellor of the Exchequer thought) no longer to have been exacted after the sinecure ceased by death in 1891, will not permanently be diverted to the support or extension of the officialism of the Land Registry, or, as has even been suggested, to the still more foreign object of a recreation ground for a district.

Another dangerous extension of the Land Registry, also in connection with the Middlesex Registry, calls for notice. Official advertisements have from time to time appeared that purchasers and mortgagees of lands and houses in Middlesex cannot safely proceed without a search in the Land Registry. There appears to be some ground for this warning, for under clause 14 of the Schedule to the Land Registry (Middlesex Deeds) Act, 1891 (54 & 55 Vict. c. 64), any purchaser may, instead of registering his purchase deed in the Middlesex Registry as hitherto, apply under the Land Transfer Act, 1875, for registration with a possessory title, and then, by the rule in question, registration in the Middlesex Registry shall be unnecessary. It follows that purchasers and mortgagees of houses and land in Middlesex must now, before completing, search both registers; in other words, the apparent owner, according to the Middlesex Registry, may have conveyed the property to some other person without any entry being made on the Middlesex Register. The necessity for double searches with double fees is thus inflicted on all persons acquiring freehold or leasehold lands or houses in Middlesex. The magnitude of this change will be seen when it is remembered that it affects the title to the half of London. The system now introduced tends to confuse both the registers; it is deceptive, and creates confusion and uncertainty and an opening for fraud. The change, however, illustrates once more the persistent intention on the part of the Land Registry Office to push its business by any means and at any cost.

After referring to the course pursued with reference to the Small Agricultural Holdings Act, 1892, the report proceeds:—

The difficulties in the way of any system of registration of title to land are inherent in the subject-matter. The compulsory bringing to trial of the infinite and often dormant questions affecting the ownership of land, its boundaries, and the incidental rights and obligations attaching to it, would constitute a grievous public injury. In very numerous cases there

is no wish to transfer land or buildings, but a continuous ownership is alone desired—as in the case of railways, docks, mills, breweries, and other corporations and companies, and of partnership or family property—and in these cases there will be no advantage whatever to the community or to the owners in enforcing registration. There can be little doubt that schemes of land registration have their origin in that oft-exploded fiction that land can and ought to be as easily transferred as Consols and shares. To a lawyer or any other person accustomed to dealings in landed estates or house property such an idea can only be regarded as absurd. As was forcibly pointed out in a paper read by Mr. Howlett at the Social Science Congress in 1875, there is scarcely any point of similarity between stock and land, and it would therefore be unreasonable to expect that they could be transferred by similar modes of conveyance. Consols have no actual existence except upon paper. They have no boundaries, no ancient or modern lights, no party walls, no rights of way or passage, of common or pasturage, no mines or minerals underlying them, they are subject to no tenancies for years or at will, to no easements, nor to land tax, succession duty, tithe, quit rents, heriots, rates, or assessments. They cannot be of freehold, copyhold, or leasehold tenure, nor affected by building or other express or implied covenants. Land may, however, be subject to all or any of these incidents, and no system of registration of titles could lessen or simplify them. Indeed by the Land Transfer Act of 1875 it was proposed simply to disregard most of them, and to transfer the land subject to such rights as might exist, the result being that, with regard to land on the register, exactly the same evidence as to these incidents (which in perhaps the majority of cases cause the greater part of the trouble and delay attending the transfer of real property) has to be obtained as if the title were unregistered. Any arrangement, therefore, made by the parties to a sale, mortgage, or other transaction as to any of these incidents would have to be embodied in a separate deed, and further expense would thus be occasioned.

The following summary of objections to any attempt to establish a general Land Registry on a compulsory basis may be found useful, although it is by no means exhaustive.

I.—*As to a Land Register generally.*

1. The existing Land Registry, after thirty years' experience has proved a complete failure, and could only be made workable by being placed in the hands of qualified persons practically acquainted with conveyancing and land dealing.

2. It has been a constant financial burden to the country, which has only recently been remedied, first by adding to it business which does not properly belong to it, and secondly by maintaining the excessive fees charged for registering Middlesex deeds.

3. Only an infinitesimal number of landowners have availed themselves of the existing registry, shewing that the system does not answer. And a considerable number of titles have actually been taken off the register by the proprietors after the expense of registration had been incurred.

4. The private transactions of the parties, and in particular the price they pay for or borrow on their property, ought not, without an overpowering reason, to be compulsorily entered upon a general register, or possibly local registers, not guarded as are the confidential dealings of private solicitors.

5. The expense of a general register would be enormous.

6. No general system would be workable unless detailed plans were made of the whole country, the scale of which would in most cases have to be far larger than the largest scale of the existing Ordnance Survey.

7. Provincial register offices would have to be established throughout the kingdom, and large staffs of skilled assistants engaged. However objectionable the system might prove, these officials could not be discharged without proper compensation being made to them.

Note.—The last four reasons were enunciated with great force by the late Lord St. Leonards in his Handy Book on Property Law. The strong objections which that great authority entertained to even a permissive land registry are well known.

8. The delay and trouble which the present system involves are inseparable from any scheme of land registry.

9. An application to register with an absolute title necessitates an inquiry into title, and would frequently expose technical difficulties or objections of which no one would otherwise have been aware, and which in time might have disappeared by mere length of possession. Dormant and unsuspected claims, giving rise to expensive litigation, would thus be forced into active operation. It happens very frequently that land is purchased or held under special conditions of title, which the registrar could not pass. And even for registration, with a merely possessory title, great accuracy of detail is needed, and the cost and trouble are much the same as on preparing for a sale by auction.

10. Any register of title, even if it could be started in perfection, could with great difficulty, if at all, be maintained, and must almost of necessity fall into a state of confusion. Already instances have occurred of A. being registered as absolute statutory owner of land belonging to B. Dealings with land are by no means confined to simple purchase deeds, but include legal and equitable mortgages, leases, settlements, wills, and many other modes of disposition. Moreover, landed properties are continually being amalgamated and subdivided, and different persons are often interested in the surface of the land and in the mines underneath it and in sporting and manorial rights.

11. If trusts may be entered on the register, a process on the part of the registrar little short of an administration suit will in many cases be required to determine whether those trusts are determined. If no notice is to be taken of trusts, facilities for fraudulent dealing with trust property may be afforded. Moreover, in the latter case the register will, so far as regards a very large proportion of the total quantity of land, be illusory, as only the nominal owner of the land will be shewn, and not the persons who are really interested in it.

12. The scheme of land registry is disapproved by the large majority of practical men who have had experience of it in the past, and are in the best position to judge as to its success in the future. That their opinion is not influenced by interested motives is sufficiently apparent from the fact that the attempt to register all the titles in England would bring an enormous profit to the profession.

13. A large portion of the land in the country passes at comparatively short intervals either to devisees by the wills of the proprietors or to heirs-at-law upon intestacies. At present such devisees or heirs enter upon their property without any legal process, but if a register system is adopted devolution by will or intestacy must be entered on the register, and expense caused to the proprietor at a time when he has succession duties and other expenses to discharge.

14. In the enormous number of transactions which would require registration (they have been estimated at 1,000 per day, or 300,000 per annum) some mistakes must necessarily occur on the part of the authorities, and persons not entitled to property would consequently be registered as the proprietors of it. Who would have to bear the loss of such mistakes—the unfortunate person who lost his land, or the country to whose servant the mistake was attributable?

II.—*Special objections to a compulsory registration.*

15. Most of the above objections will apply with twofold force if landowners are compelled to register their titles against their will.

16. Any such scheme must necessarily be represented as intended to benefit landowners. But that class know their interests best, and have almost unanimously refused to avail themselves of the existing Land Registry. It would therefore be most inequitable to force it on them compulsorily.

17. Registration could not possibly benefit the existing proprietor. He holds his land upon his own title, which registration could not improve; while, on the other hand, it might disclose technical difficulties and objections. Why, therefore, should he be compelled to incur the expense, trouble, and risk of registration for no possible benefit to himself?

18. The same objections apply if it is proposed to compel registration at the next devolution of title, and to cast the expense upon the purchaser. Whether the title of the land he buys is good or open to objection, it cannot be improved by registration; and if it be bad, he is not obliged to complete his purchase. Why, therefore, should he be saddled with the expense of a registration which can be of no benefit to him?

19. If registration in any form is good or useful, landowners may safely be trusted to avail themselves of it voluntarily, and no compulsion can be necessary. Compulsion is either unnecessary or unjust.

20. If registration be made compulsory, landowners will be at the mercy of the authorities as to fees, and the registry will certainly be worked so as to secure a large revenue. At present, if a landowner wishes for a temporary loan from his bankers, he can have it by a simple deposit of his title deeds, without legal costs, and if the loan be temporary, without any legal document whatever or stamp. If the land be registered, notice of the loan must be noted on the register, and for this the same heavy fee is exacted as on a formal mortgage.

21. The advantage to a purchaser of registration with an absolute title is, that future investigation into the back title is avoided. But, to secure this, the owner will be greatly hampered in all dealings with his land by the necessity of recourse to the office. He will be subject to heavy fees, which, while his land is unregistered, he escapes, and he will find it impossible to induce officials, either to move as quickly or to take as much trouble to meet his wishes as his private solicitor would have done.

22. A compulsory system must in justice provide for all loss to owners from mistakes of the officials, either of law or of fact, the land itself being restored to the true owner. Either the State must provide this compensation, or an additional tax must be imposed on all landowners throughout the kingdom for an insurance fund.

LEGAL NEWS.

APPOINTMENTS.

Mr. John Frederick Cooper, solicitor, Henley-on-Thames, has been appointed a Commissioner for Oaths. Mr. Cooper was admitted in July, 1879. He is clerk to the borough and county magistrates.

Mr. Philip Henry Champernowne, B.A. Oxon., solicitor, 3, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Champernowne was admitted in October, 1886.

Mr. George Alexander Collyer, solicitor, St. Mary Axe, E.C., has been appointed a Commissioner for Oaths. Mr. Collyer was admitted in March, 1886.

Mr. James Ley Douglas, solicitor, Market Harborough, has been appointed a Commissioner for Oaths. Mr. Douglas was admitted in December, 1886.

GENERAL.

The Council of the Incorporated Law Society have presented a petition in favour of the Solicitors Magistracy Bill, the object of which is to enable solicitors to act as magistrates in the counties where they practise, and thus remove the anomaly of a solicitor being able to act as a magistrate in a borough, but not in a county where he practises.

The latest contribution to the correspondence on the escape of *The Alabama*, to which we referred last week, is a letter from Dr. G. F. Blandford, who says that he commenced to attend Sir J. D. Harding, the Advocate-General, on the 11th of June, 1862; that shortly afterwards he went to a friend's house at Reading, where he remained until the 28th of June, when he was removed, under the care of attendants, to a house in St. John's-wood, and on the 21st or 22nd of July was placed in an asylum. This seems to dispose finally of the story told by Sir Henry James in the House of Commons as to Sir J. D. Harding being on the banks of the Wye and the intercepting of the brown paper parcel.

Article 378 of the French Code, says the *Daily News*, makes it penal for a priest, a lawyer, a doctor, a druggist, a midwife, or any other person in a confidential position to reveal the secrets they may learn in the course of their occupation. A curious case has arisen out of this state of the law. The Court of Cassation, the highest appellate court in France, has had to decide whether a hospital director could properly be considered as coming within any of the categories described. In other words, is he in the eye of the law a doctor? M. Moinet, the director of the Rouen hospitals, thought he was, and therefore he refused when summoned as a witness in a trial to say whether a certain person had or had not been admitted to one of the establishments under his direction. The judges, after hearing all the arguments at great length, have decided that the fact that a man has been admitted to a hospital cannot be considered a matter upon which silence is required, and M. Moinet has, therefore, been directed to answer the question put to him. As regards other matters, however, the court held that the director, like a doctor, was bound not to reveal anything affecting the safety of patients or the good repute of families.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, April 10	Mr. Godfrey	Mr. Farmer	Mr. Lavie
Tuesday 11	Leach	Rolt	Carrington
Wednesday 12	Godfrey	Farmer	Lavie
Thursday 13	Leach	Rolt	Carrington
Friday 14	Godfrey	Farmer	Lavie
Saturday 15	Leach	Rolt	Carrington
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, April 10	Mr. Pugh	Mr. Pemberton	Mr. Clowes
Tuesday 11	Beal	Ward	Jackson
Wednesday 12	Pugh	Pemberton	Clowes
Thursday 13	Beal	Ward	Jackson
Friday 14	Pugh	Pemberton	Clowes
Saturday 15	Beal	Ward	Jackson

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1893.

Causes for Trial or Hearing.

(Set down to Thursday, March 30, inclusive).

Motions, Petitions, and Short Causes will be taken on the usual days, as stated in the Easter Sittings Paper, with the following exceptions, viz.:—

In consequence of Mr. Justice Chitty sitting for the disposal of the Selected Witness List from Tuesday, the 11th of April, to Saturday, the 22nd of April (inclusive), his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice North—that is to say, Motions on Tuesday, the 11th of April, Friday, the 14th of April, and Thursday, the 20th of April; Unopposed Petitions on Saturday, the 15th of April, and Saturday, the 22nd of April.

From Tuesday, April 25, until Saturday, May 6 (inclusive), while Mr. Justice North will be engaged with the Selected Witness List his lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Chitty—that is to say, Motions on Thursday, April 27, and Thursday, May 4; Unopposed Petitions on Saturday, April 29, and Saturday, May 6.

From Tuesday, May 9, until the end of the Sittings, when Mr. Justice Stirling will be engaged with the Selected Witness List, his Lordship's Motions and Unopposed Petitions during that time will be taken by Mr. Justice Kekewich—that is to say, Motions on Thursday, May 11, and Thursday, May 18; Unopposed Petitions on Saturday, May 12.

N.B.—The Order of Business in Mr. Justice Kekewich's Court will be taken as follows, according to the days of the week:—Monday, Sitting in Chambers. Tuesday, Wednesday, and Thursday (except as mentioned below), Non-Witness Actions, including Further Considerations and Points of Law and Adjourned Summonses. Friday, Motions and Non-Witness Actions and Adjourned Summonses. Motions also on the first day, Tuesday, April 11. Saturday, Short Causes, Petitions, and Non-Witness Actions or Adjourned Summonses. Actions with Witnesses will not be taken by Mr. Justice Kekewich in the present Sittings. Liverpool and Manchester business will be taken as follows:—Motions on days appointed for Motions. Short Causes, Petitions, and Adjourned Summonses on Saturdays. Summonses in Chambers on Friday afternoons, Liverpool and Manchester Summonses being taken on alternate Fridays, commencing with Liverpool Summonses on Friday, April 14.

Mr. Justice Romer will take Witness Actions every day in the order as they stand in his Lordship's Cause Book.

Mr. Justice Wright (sitting as an additional Judge of the Chancery Division) will dispose of the remainder of the Chancery Actions transferred to his Lordship on the first and following days in Easter Sittings.

Summonses before the Judge in Chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in Court the whole day on every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned in Court will be taken (subject to the Selected Witness List) as follows:—Mr. Justice Chitty, with Non-Witness Actions, except Procedure Summonses, which (if any) are taken every Saturday; Mr. Justice Stirling, with Non-Witness Actions. Mr. Justice North on Fridays and Saturdays. Mr. Justice Kekewich on Fridays and Saturdays, and also on other days as the Judges may direct.

SPECIAL NOTICE WITH REFERENCE TO THE SELECTED WITNESS LIST.

1. The Selected Witness List will be treated as one entire List, and will be disposed of by Justices Chitty, North, and Stirling in rotation during Easter Sittings.

2. Each judge, for the time being, sitting for the disposal of the List will sit in his own Court. Mr. Justice Chitty will begin taking the List on Tuesday, the 11th day of April (the first day of the Sittings), and will continue to sit for the disposal of the List until Saturday, the 22nd day of April (inclusive), except Monday, the 17th day of April, when he will sit in Chambers.

Mr. Justice North will proceed with the List on Tuesday, the 25th day of April, until Saturday, the 6th day of May (inclusive), except Monday, the 1st day of May, when he will sit in Chambers.

Mr. Justice Stirling will in like manner proceed with the List on Tuesday, the 9th of May, until the end of the Sittings, except Monday, the 15th day of May, when he will sit in Chambers.

3. During Easter Sittings any Application for postponement of any Case in the Selected List must be made to the Judge for the time being sitting for the disposal of the List.

4. If found necessary, a Supplemental List of Selected Cases will be published in the course of Easter Sittings. Any Judge for the time being engaged on the List will, when necessary, dispose of any part-heard Case after the expiration of his turn, but the next Judge in rotation will proceed with the List on the day on which his turn is fixed to begin.

5. During the period when a judge is engaged on the Selected List, Motions in Causes or Matters assigned to him (including Ex parte Motions, but not including Motions relating to the postponement of the Trial or Hearing of any Cause or Matter in the Selected List), and also Unopposed Petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr. Justice Chitty will be heard by Mr. Justice North.
Those assigned to Mr. Justice North will be heard by Mr. Justice Chitty.
Those assigned to Mr. Justice Stirling will be heard by Mr. Justice Kekewich.

6. It is contemplated that arrangements similar to the foregoing may be made for the disposal of Business during Trinity Sittings.

Selected Witness List for Easter Sittings.

From Mr. Justice CHITTY's List.

Caldicott v Brass act
In re Kerans, dec Miesages v Kerans act & sumns
Smith v Turnbull act & m f j
Smith v Turnbull act & m f j
In re Brownfield, dec Brownfield v Brownfield act
Atkinson v Mayor, &c, of Huddersfield act
Evans v Bowes act
Reed v Waters act & m f j
Reed v Blackett act & m f j
In re Schwerdt's Patent, No 19510, of 1891 petn

From Mr. Justice NORTH's List.

Eyre v Rodgers act
Smith v Davis act
In re Webster, dec Webster v Webster act & m f j
Vipont v Butler act
Roper v Foord act
Boucher v Wilkinson interpleader issue
Pillers v Somerset Hotel Co, Ltd act
In re Godfrey, dec Godfrey v Taylor act
Austin v Beddoe act
Brealy v Shackel act

From Mr. Justice STIRLING's List.

Miers v Kempthorne act
In re Davidson, dec Davidson v Murphy act
London & South-Western Bank v Michels act
Matabelleland Co, ld v British and South Africa Co act
Bentley v Hammond act
Provident Permanent Bldng Soc v Prior act
Joan Royd Colliery Co, ld v Simpkin act
Shaw v Bentley act
In re H Bentley & Co & Yorkshire Breweries, ld, & Co's Acts motn

From Mr. Justice KEKEWICH's List.

Hollins v Joyce act & m f j
Blackman v Wood act
Bisshopp v Venning act
Meakin v Richardson act
Edinburgh Life Assce Co v Boddam act
In re Magniac, dec Lewis v Magniac act
Plews v Quinn act
Litchfield v Turner act
In re Macdougall, dec Macdougall v Macdougall act
De Campbell v Hamlyn act & m f j

Before Mr. Justice CHITTY.
Causes for trial (with witnesses).

Seward v Vivian act
Scales v Heyhoe act and sums
Marshall v Evans act
Payne v Hawkins act
Sovereign Life Assurance Co v Eardley-Wilmot act
Singer Mnfctrng Co v Spence act
Litt v Distington Iron Co, ld act
In re D Lewis, dec Lewis v Lewis adjd sumns to be treated as trial of act
Nahmaschinen Fabrik Vormals Frister and Rossman Actien Gesellschaft v Singer Manufacturing Co act
Harrison v Dickson act
In re Curling, dec Curling v Scriven act

Rath v Waddington, Rath & Co ld act
In re Head, dec Gibson v Head act & m f j
Combe v Danube Collieries and Minerals Co ld act & m f j
Clarke v Foster act
The Solicitors' Government Stock Investment Trust, ld v Rushworth act (transfd from Q. B. Division)
Attorney-General v Marsden act
Frankland v Dalton act
In re Southall, dec Onions v Tooley act
In re Seymour, dec Seymour v Seymour act
Gray v Stone & anr act & m f j
Pearson v Asquith act
Thorne v Thorne act
In re Mercer, dec Green v Watson act
Turner v Springall act
The Clients Investment Co, ld v Collins act
Jones v Great Western Colliery Co, ld act & mot set down by order
In re Bravo, dec Gill v Carvalho act
Hyde Conservative Building Co, ld v Shaw act
Field v Laitwood act
In re Barker, dec Fox v Barker act
Piechatzek v Morris and anr act
Jordeson v Burstall act
Flintoft v Carritt act

Causes for Trial (without witnesses).

In re Richardson & Baldry's contract & V. & P. Act, 1874 adj sums by H W Baldry insufficient answers to requisitions part heard
In re Hope's Settlement and Conditional Contract for sale of Pictures and Settled Land Act adj sumns (to come on with another sumns when adj into court and now pending in chmbrs)
In re M A King, dec Brooks v King (Order 55) adj sums
Glasbrook v Richards (ex plf) adj sums
Hughes v Owen act
In re Finlaison's Settlement Trusts Cox v Finlaison adj sums administration of Settlement Trusts Expte Trustees
In re Sarah Ann Hobson, dec Liversidge v Thompson adj sums (ord 55)
The Prison Commissioners and Messrs. Nicholson & Henry Fail's contract & V. & P. Act, 1874 adj sums by Prison Commissioners (vendors)
In re W. J. G. Eschmann's Estate Bankes v Hammer (domicile) adj sums
In re T S Grundy's Estate Partington v Grundy Administration by creditors adj sumns
In re Trusts of the Will and of the Estate of Fred Field dec adj sumns expte H H Field one of Trustees and Exors of Will Field v Field
In re Goodwin's Settlement Large v Sayer and Lind adj sumns (order 55) Acct of Trusteeship
In re T F Fuggle's Estate Fuggle v Allen adj sumns by C A Fuggle for division of Fund
In re E P Mallard dec Mannox v Mallard adj sumns after judgt in administration action for sale of Copyholds

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Before Mr. Justice North.
Causes for trial (with witnesses).

Gordon v Ashe act
Slade v A Ross & Co act
In re Copland, Mitchell v Bain act
Thorougood v Whittaker act
Skelsey v Brearley—1892—S—591 act
Same v Same (1892—S—1893) act
Plymouth Breweries, ld, v Carr act and m f j
White v Greening act
Midgley v Smith act
Winter v Anderson act
Evershead v Bell act
In re Smout, Jones v Smout adj sums (set down for trial as a wit act by order dated Feb 13, 1893)
Leman v Collier act
Collins v Beale act
Lever v Land Securities Co, ld act
Palmer v Agricultural Co of Mauritius, ld act
Boosey v Boosey act
Thomson v Greta Collieries, ld act
Page v Midland Ry Co act and determination of question as to liability
Tighe v Grosvenor act
In re Bent Taylor v Blackwell adj sums
Pearce v Wilkie act
Cook v St James's and Pall Mall &c Co, ld act
London and Midland Bank ld v Hall act
In re Tidd Tidd v Overell act
Crawley v Hill act
Reddish v Green act
Hand Smith v Woods act
Brown v Cave act
Mayor &c of Bradford v Pickles act
Shrewsbury v Bapty act
George v Gwynne & Co act
Hatch v Sidle act
Silverlock v Newsum act
Tinker v Rodwell act
In re Tucker Tucker v Tucker act
Shaw & Co v Harcourt act
Clothworkers Co v Humphreys act
Beste v Beste act
In re Webb Lambert v Still act
Homer v Barker act
In re Squire Squire v Lankester act

Point of Law.

Clothworkers Co v Humphreys point of law set down by order 28 2 93

Causes for Trial (without witnesses).

Burney v Schmidt act
Neame v Dowling mtn judg pt hd
Staple v Staple mtn judgt
Rowland v The Jersey Co ld m f j (short)

Adjourned Summonses.

Re S Kutnow & Trade Marks Acts
Sheldon v Nixon (revived)
Jones v Richard
In re Ames Ames v Ames
In re Wynne Peake v Peake
In re Adams Coller v Adams (expte pltff)
In re Same Same v Same (expte defts)
In re Dutton Plunkett v Simeon
In re Waller Waller v Waller
In re Wyatt James v Phear
In re Stubbs & Tomkins & V & P Act, 1874
Jarvis v Jarvis

Before Mr. Justice Stirling
Causes for trial (with witnesses).

Bradley v Humphrey act
Holdsworth v Eylert act (Trinity Sittings)
Brecon & Merthyr Ry Co v Powell Duffryn Steamship, &c, Co ld act
In re Gordon Gordon v Stuart act (not before May 31)
Learoyd v Halifax Joint Stock Banking Co act
Haines v Jarvis act
Hardcastle v Townend act
Barker v Addenbrooke act
Martin v Cross act
Lawrence v Newmarch act
Stretton v Sussex Universal and Equitable Land Society, ld act
Pauchen v Warlow act
Rutley v Robinson act
White v Brown act
Dulfus v Everitt act
Allhusen v Eden (1891, A 1619) act
Allhusen v Eden (1893, A 145) act
In re W Beckett, dec Pauling v Hart act

Causes for Trial Without Witnesses and Adjourned Summonses.

In re Atkinson Bartlett v Atkinson adj sumns
Trevor v Hutchings adj sums (restored)
In re Cobbold Cobbold v Cobbold adj sumns
Vernon v Vernon adj sumns
In re Bastien, Matthews v St Mark's Hospital adj sumns
In re Haley Willis v Bell adj sumns

Before Mr. Justice Kekewich.
Causes for trial (with witnesses)

Managers of the Metropolitan Asylums District v Vestry of Fulham Parish act (not before April 15)
Smaridge v Prowse act
Wheeler v Sargeant act
Collins v Hall act
Purkiss v Brittain act
Mayor, &c of Oxford v Crow act
Jessop v Jessop act
James v Hustler act
Slater v Ponsford act
Morgan v Williams act
Budgett v Budgett Meakin v Same act & adj sumns
Roach v Roach act
Allen v Billington act
Robinson v Levy act
Isaac v Young act
Rooke v Lopez act
Kirkleatham Local Bd v Stockton, &c, Water Bd act
Dinn v Lamb act
Foster v Fraser act
In re Blakeley Blakeley v Blakeley act
Rastrick v Southsea Steam Biscuit Co, ld act
Pole v Herbert act
Crosthwaite v Moorwood & Sons & Co act
Haigh v Harlech Dist Hway Board act
Smith v Vincent act

Motions Specially Fixed.

Wheaton v Maple m f injunction with witnesses (18 April)
River Alt Commissioners v The Local Bd of Walton-on-Hill m f injn with witnesses L D R (18 April)

Companies.
Before Mr. Justice Vaughan Williams.
(Sitting as an additional Judge of Chancery Division.)
Petition.

Mining Shares Investment Trust, ld and Memorandum of Association Act (petition of the Co)

Companies (winding up).
Short Cause.

Ford v Northwich Salt Co ld m f j

Motion.

In re Craven and District Farmers' Association ld

Petitions (unopposed first.)

In re Steriline ld (petition of J Battams & anr)
In re Solidified Petroleum (Pioneer) Corporation, ld (petition of J H Stephenson)
In re Brighton Eiffel Tower and Winter Gardens, ld (petition of C W Grimwade)
In re Brighton Alhambra Co, ld (petition of J J Abell)
In re Same (petition of A Doan)
In re J Ward, Jones & Co, ld (petition of E Marks)
In re Fowler, Lancaster, & Co, ld (petition of Electrical Co)
In re Guanta Railways Harbour & Coal Trust Co, ld (petition of Debenture Guarantee & Investmt Co, ld)
In re Repertoire Opera Co ld (petition of Charles Alias)
In re Same (petition of J H Cooke)
In re S Stanbridge & Co ld (petition of George Newman)
In re St James Syndicate ld (petition of J Neeby)
In re Woodhouse & Rawson United ld (petition of Dora Longfield)
In re Same (petn of Rate & Tax Payers', &c, Assoc ld
In re Same (petn of John Tullis and others)
Borough Commercial and Building Society (petn of J H Wood)
In re John Dawson & Co ld (petn of Halifax, &c, Banking Co)
In re "Delhi" Steamship Co ld (petn of Jane Sillars, widow)

Before Mr. Justice Romer.
Causes for Trial (with witnesses).

Gough v Chambers act (pt hd) restored
Cameron v Whitehead act
Industl Assocn of Gt Britain, ld, v Lon, Edin & Glasgow Assurance Co, ld act
Dalley v Hole act (Trinity Sittings)
In re Jones Pritchard v Emmett act restored
Moore v Lion, Lion & Son act restored

Transferred by order dated Jan 20, 1893.

Simpson v Hutchings act & m f j
Lefevre v Tucker act (not before April 17)
Shinner v Jarman act
British North American Investment Co, ld, v Cameron Freehold Land and Investment Co, ld act & m f j (June 1)
Annesley v Lacy Hartland & Co act
In re Hemmings Hemmings v Hemmings act
Isaac v Elliott Elliot v Isaac act (Not before 18 April)
Kendall v Emmet act
Kenny v McCarthy act & m f j
Hodgson v Cottam & Lambert act
Burton v West act
Neath & Brecon Ry Co v Neath District Highway Bd act
Hill v Wallasey Local Bd act
Pryce Jones v White Lead Co, ld act
Shackleford v Same Co, ld act
Dean v Mayor, &c of Blackpool act (Not before 1 June)
In re Lane & Taunton's Patent 12371, A.D. 1886, and Patents, &c. Act Ptn entd in Wit List by order (Not before 1 May)
Thomas v David act
Garrard v Smith act
In re Galloway Galloway v Galloway act

Transferred by Order dated 10 March, 1893.

North Australian Territory Co, ld v Goldsbrough, Mort Co, ld act

(*The whole of the above lists to be continued.*)

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR EASTER SITTINGS, 1893.

A to F—Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Macdonell; Tuesdays, Thursdays, and Saturdays, Master Butler.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Wilberforce.

EASTER SITTINGS, 1893.

A to F—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him in his own room, No. 110, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G to N—All applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before him in his own room, No. 175, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O to Z—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own room, No. 114, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers. By Order of the Masters.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GAMBLE.—March 31, at 19, Mountview-road, Crouch-hill, N., Florence, the wife of William Gamble, solicitor, of a son.

LIDIARD.—April 1, at Willowbrook, Hampton-hill, the wife of Herbert Lidiard, solicitor, of 43, Clanricarde-gardens, and Great James-street, Bedford-row, of a son.

PENNEY.—March 28, at 56, Northumberland-street, Edinburgh, the wife of Scott Moncrieff Penney, advocate, of a son.

MARRIAGES.

MOSS—ADAMS.—April 4, at Christ Church, Penge, by the Rev. S. Hutchinson, vicar, Arthur Moss, Esq, solicitor, of 63, Lincoln's-inn-fields, to Florence Ethel, eldest daughter of the Rev. R. L. Adams, late Rector of Shere, Surrey

PRANCE—ARMSTRONG.—At St. James's, Westbourne-terrace, Hyde-park, by the Rev. G. C. Whalley, Miles Herbert Prance, solicitor, eldest son of Miles Henry Prance, of Westbourne-gardens, W., barrister-at-law, to Amy, third daughter of Richard Armstrong, 18, Westbourne-park-villas, W.

SMITH—SMITH.—April 3, at the Church of St. John the Evangelist, Grasse, Alpes Maritimes, France, Reginald John Smith, barrister-at-law, of the Inner Temple, to Isabel Marion Murray, youngest daughter of George M. Smith, Esq., of 40, Park-lane, London, and Brackley Lodge, Weybridge, Surrey

WYATT—DAVIES.—April 4, at St. John's, Clifton, Algernon Hugh Wyatt, solicitor, Cheltenham, to Alice, youngest daughter of the late Edward Davies, of Cheltenham, formerly of Wolverhampton.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ATLAS FINANCE FEDERATION, LIMITED—Petn for winding up, presented March 28, directed to be heard before Vaughan Williams, J, on April 11. Nye & Moreton, 12, Serjeant's inn, Fleet st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the evening of April 10

ELECTRICAL SUPPLIES AND FITTINGS CO, LIMITED—Petn for winding up, presented March 27, directed to be heard on April 11. Michael Abrahams & Co, Old Jewry, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 10

NEW MORGAN GOLD MINING CO, LIMITED—Petn for winding up, presented March 29, directed to be heard on April 11. Woodcock & Co, Bloomsbury sq, agents for Griffith & Co, Dolgelly, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 10

NEW MORGAN GOLD MINING CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Andrew Wallace Barr, Copthall House, Copthall avenue

NORTHERN AND WESTERN AMERICAN ASSOCIATION, LIMITED—Creditors are required, on or before May 4, to send their names and addresses, and the particulars of their debts or claims, to Ernest James Bridgford, 28, Cross st, Manchester. Farrar & Co, Manchester, solors for liquidator

PATENT ADAMANT STONE CO, LIMITED—Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their debts or claims, to W R C Moore, 136, Palmerston bldgs, Old Broad st. Burn & Berridge, Old Broad st, liquidator's solors

PHOSPHATES ASSOCIATION, LIMITED—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to John Oldfield Chadwick, 95, Finsbury pavement. Budd & Co, Austinfriars, solors for liquidator

ST JAMES SYNDICATE, LIMITED—Petn for winding up, presented March 13, directed to be heard on Tuesday, April 11. Charles Butcher, 30, Wood st, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 10

STUBBS BROTHERS, LIMITED—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to Robert Unwin Stubbs, 28, Gladstone st, Winsford. Thompson, Liverpool, solor for liquidator

TELEPHONE CO OF AUSTRIA, LIMITED—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to the liquidators, at the offices of the company, 53, New Broad st. Ashurst & Co, Throgmorton avenue, solors for liquidators

WOODHOUSE & RAWSON UNITED, LIMITED—Petn for winding up, presented March 15, directed to be heard on Tuesday, April 11. Saunders & Co, 68, Coleman st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 10

WOODHOUSE & RAWSON UNITED, LIMITED—Petn for winding up, presented March 18, directed to be heard on April 11. Ralph Raphael, 59, Moorgate st, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 10

FRIENDLY SOCIETIES DISSOLVED.

EPPING GREEN MEETING BENEFIT SOCIETY, Chapel, Epping Green, Epping, Essex March 24
THORNBURY FRIENDLY SOCIETY, New Inn, Thornbury, Devon. March 24

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 24.

COLGAN, THOMAS, Liverpool, Cooper April 20 Williams v Charnock, Registrar, Liverpool. Mather, Liverpool

EVANS, JOHN, Bootle, Lancaster, Clerk April 20 Parry v Evans, Registrar, Liverpool Neville, Liverpool

WALKER, WILLIAM JAMES TYRWHITT, Twyford, Southampton, Esq April 20 Walker v Hoare, Chitty, J Warner, Winchester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Mar. 24.

ANTON, ALEXANDER HENRY GIBBS, Hastings rd, Ealing, Major in Connaught Rangers May 1 Fladgates, Craig's court, Charing Cross

ARMITAGE, EMMA, Sandringham rd, Dalston April 26 Letts Bros, 8, Bartlett's bldgs

BAILEY, EDWARD WILLIAM HENRY, Winkfield, nr Trowbridge, Wilts, Farmer April 20 Parker, Monument Yard chmbrs

BARWISE, WILLIAM WHITEHURST, Queenhithe, Wholesale Stationer April 27 Swain, Old Jewry

BEEBY, JACOB, Carlisle, Ham Merchant May 10 Wannop, Carlisle

BELCHER, JOHN, Reading, Butcher April 25 Beale & Martin, Reading

BOXALL, WILLIAM CHATFIELD, Colliers' Wood, Merton, Surrey April 20 Gresham & Co, Old Jewry chmbrs

BROADHURST, HENRY, Higher Broughton, Manchester, Yarn Agent May 8 Dendy & Paterson, Manchester

BUTLER, JOHN, Lisson grove, Paddington April 25 Wm Butler, 13, Daventh rd, Stamford hill

CARY, CHARLOTTE, Westbourne cres, Hyde pk May 8 Wrentmore & Son, Bedford row

COATES, WILLIAM, Newington, Hull, Labourer May 1 England & Son, Goole

CRABTREE, PRISCILLA, Sandal, Yorks, Innkeeper April 21 Malcolm, Leeds

CUMMINGS, AMELIA, Grove lane, Camberwell June 2 Keeble, Gresham st

CUMMINGS, MARY SUSANNA, Carlisle April 1 Mounsey & Co, Carlisle

CUST, MARY HONORIA, Thurloe pl, South Kensington May 8 Collyer-Bristow & Co, Bedford row

DOAR, JOHN, Stapleford, Notts, Lace Maker April 21 Huish & Wilson, Long Eaton

FANTHORPE, RICHARD, Woodhall, Lincs, Farmer April 22 Tweed & Co, Lincoln

FEE, JOHN, South Shields, Innkeeper May 3 Newlands & Newlands, South Shields, Jarrow, and Newcastle on Tyne

HALL, Rev TANSLEY, Bournemouth May 2 Witt, Chancery

HAMMOND, HENRY, Horsham, Sussex, Gent April 15 Medwin & Co, Horsham

HARVEY, THOMAS KENT, Timworth, Farmer April 14 Sharland & Hatten, Gravesend

HORNE, THOMAS, Ilkley, Yorks, Gent April 14 Robinson & Co, Bradford

JOLLIFFE, JOHN HENRY, Wheatstone rd, North Kensington, Builder May 10 Hepburn & Davison, Westbourne grove

KAISER, MARTIN, Marylebone lane, Watchmaker April 30 Herbelet, Chancery lane

KINGHAM, WILLIAM, Upton, nr Aylesbury, Bucks, Gent May 1 Ford & Co, Bloomsbury sq

LAW, THOMAS COWTON, Dover, retired Captain in Merchant Service May 10 Lewis & Fain, Dover

LAWSON, THOMAS PAULINUS, Eastmearne rd, West Dulwich, Colonel in Third Durham Regiment April 18 Wilkinson, St Neots

LYNHAM, JOSEPH, Macclesfield, Provision Dealer April 29 Hand, Macclesfield

MARSHALL, FRANCES, Elizabeth st, Eaton sq April 21 Tatton & Son, Lower Phillimore pl, Kensington

MILLS, JOHN, Oldham, Grocer April 8 Taylor, Oldham

MOORE, JOSEPH ORD, Rochester, Farmer May 1 Basset & Boucher, Rochester

MORRIS, JOSEPH, Aston Manor, co Warwick, Gent May 31 Gough, Birmingham

NELSON, HENRY ELLIS HAY, Fopstone rd, Earl's Court May 31 Fowler & Co, Clement's lane

OLIVER, SUSANNA, Bridge rd, Battersea May 10 Rooke & Sons, Lincoln's inn fields

PENNINGTON, MARTHA, Carlisle April 13 Mounsey & Co, Carlisle

POOL, WILLIAM HAWES, Bristol, Wine Merchant April 30 Miller & Son, Bristol

PORTER, HARRIET SOPHIA, Hulme, Manchester May 1 Blears, Manchester

RAMSEY, MARMADUKE, Ebury st, retired Colonel in Bengal Staff Corps June 30 Richardson & Sadler, Golden sq

ROWELL, BENJAMIN FREDERICK, Hunstanton, Norfolk, Hotel Keeper May 12 Partridge & Co, King's Lynn

SCHRUMPF, GUSTAVE ADOLF, North End rd, West Kensington, Professor of Languages April 24 Maw, Bridge st, Westminster

SPICER, HENRY, Brighton, Gent May 1 Speechly & Co, New inn, Strand

STUBBS, FRANCES, Aberford, Yorks May 16 Arundel & Son, Pontefract

THOMAS, EDWARD BROWN, Cambridge ter, Hyde pk, Esq April 17 Barfield & Child, Plowden bldgs

TILLOTSON, WILLIAM, Silsden Moor, Kildwick, Yorks, Farmer May 8 Wright & Waterworth, Keighley

VIGOR, WALTER JAMES, Wootton under Edge, Glos, Grocer May 1 Chanter & Co, Wootton under Edge

WALE, JOSEPH, Bath, Meat Purveyor June 24 Chesterman, Bath

WEEDOW, JOSEPH, Morton, nr Bingley, Yorks, Clerk in Holy Orders May 1 Yearsley, Crewe

London Gazette.—TUESDAY, March 28.

AMIES, JAMES, Bromsgrove, Worcs, Grocer April 11 Bradley & Cuthbertson, Birmingham

BALDWIN, HENRY, Aldershot, Clothier April 11 Morley, Cheapside

BATES, General Sir HENRY, K.C B., Sussex place, Hyde pk May 1 Dawson, Hart st, Bloomsbury sq

BOWES, PATRICK, Loughrea, co Galway, Draper April 21 Toole, Dublin and Loughrea

CANNON, WILLIAM, Cowley rd, Brixton, Gent May 1 Albert Cannon, 4, Mortimer rd, Kensal Rise

CARTER, JOHN, Handsworth, Staffs, Farmer April 29 Johnson & Co, Birmingham

COOPER, LAURA BATHURST, Dovenant rd, Upper Holloway April 22 Griffith, Gray's inn place

DAVIES, PETER, Cardiff April 30 Stephens, Cardiff

EVANS, Sir THOMAS WILLIAM, Allestree Hall, co Derby, Bart April 26 Taylor & Co, Derby

GALE, ESTHER, Froxfield, co Southampton May 1 Albery & Lucas, Midhurst, Surrey

GARSIDE, SAMUEL, Handsworth, Staffs, Gent May 6 Geo T Smith, Birmingham

GREATHEAD, JOSEPH ARTHUR WAGHORN, Rochester April 8 Winch, Rochester and Arundel st, Strand

HAMILTON, JANE, Porchester ter, Hyde Park April 15 A & H White, Gt Marlborough street

HANKEY, THOMSON, Portland place, Esq May 10 Clabon, Gt George st

HAZLITT, WILLIAM, Addlestone, Surrey, Esq, Senior Registrar in Bankruptcy May 1 Carthew & Wheeler, Verulam bldgs, Gray's inn

HERTSLET, CHARLES JOHN BELCHER, Brighton, Barrister at Law May 1 Griffith & Co, Brighton

HITCHINS, JOHN, Pontmorlais, Merthyr Tydfil, Licensed Victualler April 20 Vaughan, Merthyr Tydfil

HOCHSTER, ALBERT, Gerrard st, Soho, Dealer in Works of Art April 28 Fry & Hudson, Hart st, Mark lane

HOLMES, THOMAS, Radcliffe on Trent, Corn Factor May 21 Parr & Butler, Nottingham

JENNINGS, JOSHUA ARKLEBY, Cleator Moor, Cumbrid, Grocer April 22 Anderson, Whitehaven

KEDDELL, MARY, Rosherville, nr Gravesend May 1 Thoughton, Gravesend

LEE, WILLIAM HENRY, Accrington, Pattern Maker April 25 Briteliffe, Accrington and Clayton le Moors

LEWINGTON, JAMES, Oakley st, Waterloo rd April 25 Rudall, Watling st

LOWNDES, MARTHA, Maida vale April 23 Watney & Co, Lombard court

MCGILL, ELIZABETH, Codsall, Staffs April 15 Jones, Wednesbury

MICHELMORE, PHILIP, Claremont, Torquay April 12 Hacker, Newton Abbot

NICHOLS, JOHN, Iron Acton, Glos April 20 Bush & Bush, Bristol

OLDHAM, HENRY, Nottingham, Beerhouse Keeper June 1 Martin & Sons, Nottingham

PETTIT, JOHN, Fitzjohn's avenue, Hampstead, R.A May 1 Morten & Co, Newgate st

PRYCE, MARGARET, Hendon House, Hendon May 1 Miller & Co, Saville row

SHAW, JOSEPH, Manchester, Carriage Builder April 29 Hislop, Manchester

SMITH, WILLIAM, Chalgrove, Oxon, Farmer May 1 Wood, High Wycombe

SPEYER, CHARLES ANTHONY, Kemnal rd, Chislehurst, Esq May 1 Dawson & Co, Bedford row

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Mar. 31.

RECEIVING ORDERS.

ACKROYD, BENJAMIN BATLEY, Greenside, Heckmondwike, Commission Agent Dewsbury Pet Mar 14 Ord Mar 27

ATKINSON, THOMAS, Penrith, Cumbrid, Draper Carlisle Pet Mar 28 Ord Mar 28

BOULTON, HENRY THOMAS, Trent Vale, Staffs, Tile Manufacturer Hanley, Burslem, and Tunstall Pet Mar 23 Ord Mar 23

CLARKE, THOMAS DAVID, Bath, Auctioneer Bath Pet Mar 6 Ord Mar 27

COLEMAN, JOSEPH, Mansfield, Notts, Fish Dealer Nottingham Pet Mar 29 Ord Mar 29

COWPER, JOSEPH, Brixton rd, Builder High Court Pet Mar 17 Ord Mar 28

CROUCH, JOHN, and HARRY AUGUSTUS SMITH, Atherstone, Warwickshire, Hat Manufacturers Birmingham Pet Mar 27 Ord Mar 29

DADDS, JOHN, late of Leeds, Tailor Leeds Pet Mar 28 Ord Mar 28

DAVIES, THOMAS, Llanfihangel, Carmarthenshire, Assistant Coal Merchant Carmarthen Pet Mar 28 Ord Mar 28

DICKEN, SAMUEL, Wednesbury, Staffs, Beerhouse Keeper Walsall Pet Mar 23 Ord Mar 23

DIGHT, MARK, Long Eaton, Derbyshire, Joiner Derby Pet Mar 20 Ord Mar 27

DOUGHTY, JOSEPH, Peterborough, Baker Peterborough Pet Mar 29 Ord Mar 29

DYSON, ABSALOM, Snaith, Yorks, Potato Merchant Wakefield Pet Mar 14 Ord Mar 29

DYSON, FRANK, and JOB HARRY DYSON, Halifax, Joiners Pet Mar 28 Ord Mar 28

FORD, HENRY, Stratton St Margarets, Wilts, Baker Swindon Pet Mar 14 Ord Mar 27

FREEDMAN, DAVIES, Abercarn, Mon, Furniture Dealer Newport, Mon Pet Mar 27 Ord Mar 27

GEE, WALTER, Burton, Westmrld, Tailor Kendal Pet Mar 29 Ord Mar 29

GREENLY, ALFRED PINCKNEY, St Leonards on Sea, Licensed Victualler Hastings Pet Mar 28 Ord Mar 28

GRIFFITH, JOHN, Llanllechid, Carnarvonshire, Butcher Bangor Pet Mar 28 Ord Mar 28

HESLOP, RICHARD, Armley, Leeds, Plasterer Leeds Pet Mar 23 Ord Mar 28

HILTON, JAMES, Bury, Watchmaker Bolton Pet Mar 29 Ord Mar 29

HOPE, WILLIAM DAVIS, Manchester, Iron Merchant Manchester Pet Mar 27 Ord Mar 27

HUMPHREYS, WILLIAM HARDINGE, Furnival's inn, Holborn, Solicitor High Court Pet Feb 16 Ord Mar 27

HUTCHINSON, JAMES, Llanfairpwllgwyngyll, Anglesey, Licensed Victualler Bangor Pet Mar 27 Ord Mar 27

HUTT, RICHARD, Cambridge, Baker Cambridge Pet Mar 27 Ord Mar 27

KELLETT, ROBERT GUY, New North rd, Hoxton, Surgeon High Court Pet Mar 15 Ord Mar 27

KING, ALEXANDER, Newcastle under Lyme, Grocer Hanley, Burslem, and Tunstall Pet Mar 29 Ord Mar 29

LANDLESS, JOHN GREENWOOD, Manchester, Tobacconist Manchester Pet Mar 14 Ord Mar 28

LONGTHORNE, JAMES KNOWLES, Bradford, Journeyman Joiner Leeds Pet Mar 28 Ord Mar 28

LOVE, JOSEPH, Treorky, Glam, Furniture Dealer Pontypridd Pet Mar 28 Ord Mar 28

LOVELUCK, JAMES, and WILLIAM JAMES LOVELUCK, Abervon, Glam, Ship Owners Neath Pet Mar 2 Ord Mar 29

MADKINS, EDWARD, Birmingham, Insurance Agent Birmingham Pet Mar 27 Ord Mar 27

MARSHALL, WILLIAM RAMSAY, South Shields, Machinery Broker Newcastle on Tyne Pet Mar 29 Ord Mar 29

MERCH, HERBERT HENRY, Wood st, Shop Window Fitter High Court Pet Mar 28 Ord Mar 28

MORRISON, ESTHER ALICE, Heaton Norris, Lancs, late Smallware Dealer Stockport Pet Mar 28 Ord Mar 28

NEWTON, HARRY ISAAC, Victoria st High Court Pet Feb 17 Ord Mar 27

PEGG, JOHN, New Eltham, Kent, Greengrocer Greenwich Pet Mar 14 Ord Mar 28

PHILLIPS, HENRY GORVIN, Newport, Mon, Shipwright Newport, Mon Pet Mar 29 Ord Mar 29

PHILLIPS, JOHN COLVILLE, Truro, Cornwall, Coal Merchant Truro Pet Mar 29 Ord Mar 29

PINHORN, ALFRED, Southampton, Linseed Cake Merchant Southampton Pet Mar 14 Ord Mar 29

ROBERTS, ROBERT, Stapenhill, Derbyshire, Commercial Clerk Burton on Trent Pet Mar 27 Ord Mar 27

SCHMITTEN, PAUL, Walpole st, Chelsea, Wine Merchant High Court Pet Jan 19 Ord Mar 23

SENIOR, WILLIAM, Tingley, Yorks, Smallware Dealer Wakefield Pet Mar 29 Ord Mar 29

SHEPHERD, THOMAS CHRISTOPHER, Lincoln, Plumber Lincoln Pet Mar 27 Ord Mar 27

SOHN, CHARLES EMILE, Borough High st, Hop Merchant High Court Pet Mar 25 Ord Mar 25

STANILAND, FRANK, St Ann's rd, Tottenham, Dairy Farmer Edmonton Pet Mar 25 Ord Mar 25

STANLEY, THOMAS, Willenhall, Staffs, Beerhouse Keeper Wolverhampton Pet Mar 27 Ord Mar 28

STEEL, ROBERT, Calcutta, India High Court Pet Mar 2 Ord Mar 27

WARD, WILLIAM, Irthlingborough, Northamptonshire, Boot Maker Northampton Pet Mar 25 Ord Mar 25

WILLIAMS, CHARLES, Droitwich, Worcs, Corn Dealer Worcester Pet Mar 28 Ord Mar 28

WILSON, JOSEPH PARKER, Summerland villas, Burns rd, Willesden, Builder High Court Pet Mar 27 Ord Mar 27

WORT, GEORGE, Bitterne, Hants, Contractor Southampton Pet Mar 29 Ord Mar 29

The following amended notice is substituted for that published in the London Gazette of Feb. 14:—

WILKINS, JOHN CHARLES, Walton on Thames, Licensed Victualler Kingston, Surrey Pet Feb 9 Ord Feb 9

FIRST MEETINGS.

BARKER, JAMES, Fenton, Staffs, Auctioneer April 10 at 11.15 Off Rec, Newcastle under Lyme

BAYLY, EDWARD JAMES, Liverpool, Electrical Engineer April 12 at 3 Offices of Off Rec, 35, Victoria st, Liverpool

BLAKEY, GEORGE, Ilkley, Yorks, Wine Merchant April 7 at 11 Off Rec, 22, Park row, Leeds

BOULTON, HENRY THOMAS, Trent Vale, Staffs, Tile Manufacturer April 10 at 3 Off Rec, Newcastle under Lyme

BRIGGS, ROBERT BROUGHTON, Southampton row, Holborn, Agent April 14 at 2 30 Bankruptcy bldgs, Carey st

BROWN, JOSEPH, Leeds, Furniture Dealer April 7 at 3 Off Rec, 22, Park row, Leeds

BURNETT, GEORGE HENRY, Barry, Glam, Butcher April 10 at 12 Off Rec, 29, Queen st, Cardiff

CAMERON, JAMES, Bulwell, Nottingham, Dyer April 14 at 12 Off Rec, St Peter's Church walk, Nottingham

CATER, JOSEPH, Bisley, Surrey, Rector April 10 at 12.30 24, Railway approach, London Bridge

CLARKE, JAMES, Thornton Heath, Surrey, Builder April 11 at 12 30 24, Railway approach, London Bridge

COTTON, DANIEL, Longton, Staffs, Earthenware Manufacturer April 10 at 12 Off Rec, Newcastle under Lyme

CURNOW, JOHN, Barnet, Herts, Builder April 12 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

DIGHT, MARK, Long Eaton, Derbyshire, Joiner April 8 at 11.30 Flying Horse Hotel, Nottingham

DOWDESWELL, DANIEL, Baneswell, Newport, Mon, late Fruiterer April 11 at 11 Off Rec, Newport, Mon

DURBIN, CHARLES, Stroud, Glos, Insurance Agent April 18 at 11 Off Rec, 15, King st, Gloucester

DYSON, FRANK, and JOB DYSON, Halifax, Joiners April 12 at 11 Off Rec, Townhall chmbrs, Halifax

EDWARDS, JOHN, Liverpool, Draper April 14 at 3 Off Rec, 35, Victoria st, Liverpool

ELLAN, WILLIAM, Newton le Willows, Lancs, Carter April 21 at 11.15 Court house, Upper Bank st, Warrington

EYRE, GEORGE FREDERICK, Stockport, Patent Lint Manufacturer April 12 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

FITCH, FREDERICK, Dickinson rd, Crouch hill, Commission Agent April 12 at 12 Bankruptcy bldgs, Carey st

FLETCHER, ALBERT, Crewe, Plumber April 7 at 2 Royal Hotel, Crewe

FOWLER, JOHN, Nottingham, Journeyman Watchmaker April 8 at 11 Off Rec, St Peter's Church walk, Nottingham

GRAY, ROBERT ALEXANDER, Melrose, Stainer, Captain April 10 at 11.30 24, Railway appr, London Bridge

GUTTERIDGE, RICHARD SANDON, Brook st, Grosvenor sq, Physician April 12 at 1 Bankruptcy bldgs, Carey st

HARPER, WILLIAM GEORGE, Sunderland, Joiner April 7 at 3 Off Rec, 25, John st, Sunderland

HARRIS, DAVID WILLIAM, High st, Bromley, Butcher April 12 at 2.30 Bankruptcy bldgs, Carey st

HERBERT, AUSTIN, Hull, late Electrician April 10 at 12 Off Rec, St Peter's Church walk, Nottingham

HIGGINSON, ROBERT, Nottingham, late Licensed Victualler April 14 at 11 Off Rec, St Peter's Church walk, Nottingham

HILTON, JAMES, Bury, Watchmaker April 12 at 3 16, Wood st, Bolton

HOBDAY, CHARLES HENRY, Amlwch, Anglesey, Wine Merchant April 12 at 2.30 Crypt chbrs, Chester

HUTT, RICHARD, Cambridge, Baker April 14 at 12 Off Rec, 5, Petty Cury, Cambridge

JAYNE, GEORGE, Shortheath, nr Wolverhampton, Grocer April 25 at 11 Off Rec, Wolverhampton

LAWSON, WILLIAM JOHN, the younger, Hebburn, Durham, Watchmaker April 10 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

LEAROYD, HENRY, Clifton villas, Waltham rd, Southall, Mechanical Engineer April 7 at 12 30 Off Rec, 95, Temple chmbrs, Temple avenue

LISTER, HENRY, Whitchurch, Glam, Farmer April 10 at 3 Off Rec, 29, Queen st, Cardiff

LLOYD, WILLIAM NUTTALL, Grantham, late Hosier April 8 at 12 Off Rec, St Peter's Church walk, Nottingham

LOCKYER, EDWARD, Cornwall rd, Brixton, Beerhouse Keeper April 12 at 2.30 Bankruptcy bldgs, Carey st

LOWE, SARAH ANN, Derby, Milliner April 7 at 2.30 Off Rec, St James's chmbrs, Derby

MANSFIELD, LEONARD, sen, LEONARD MANSFIED, jun, Cardiff, Millwrights April 10 at 11 Off Rec, 29, Queen st, Cardiff

MCHUGH, JAMES, Liverpool, Coal Dealer April 11 at 3 Off Rec, 35, Victoria st, Liverpool

MCLEOD, JOHN, Newport, Mon, Travelling Draper April 11 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon

MERCH, HERBERT JOHN, Kennington rd, Lambeth, Wax Modeller April 13 at 11 Bankruptcy bldgs, Carey st

MILLS, HARCOURT, Brighton, Auctioneer April 14 at 11 Off Rec, 4, Pavilion bldgs, Brighton

MILLS, MARK, Manchester, Actor April 7 at 3.30 Ogden's chmbrs, Bridge st, Manchester

MORDECAI, EVAN, Mwyndy, Llantrissant, Glam, Quarry Manager April 7 at 12 Off Rec, Merthyr Tydfil

MORRIS, EDWARD, Penrhiwceiber, Glam, Coal Miner April 12 at 12 Off Rec, Merthyr Tydfil

MORRIS, THOMAS, Keyston, Hunts, Farmer April 8 at 1.30 County Court bldgs, Northampton

NORMAN, JESSE, Newport, Pagnell, Bucks, Farmer April 12 at 12.30 County Court bldgs, Northampton

OSWALD, ETHEL, Elgin avenue, Maida vale, Paddington, Spinster April 13 at 2.30 Bankruptcy bldgs, Carey st

PACKER, EDWARD ARTHUR, Cheapside, Manufacturer's Agent April 12 at 12 Bankruptcy bldgs, Carey st

PACKINGTON, ERNEST IRWIN, Lorne villas, Somerset rd, Teddington, Merchant's Clerk April 11 at 11.30 24, Railway app, London bridge

PITT, JAMES GEORGE, Battersea, Surrey, retired Warrant Officer April 12 at 11.30 24, Railway app, London bridge

RITHERDON, NORTH, Egan villas, Page green, Tottenham, Commission Agent April 7 at 11 Off Rec, 95, Temple chmbrs, Temple avenue

ROBERTS, ROBERT, Stapenhill, Derbyshire, Commercial Clerk April 10 at 3 Midland Hotel, Station st, Burton on Trent

SHEPHERD, THOMAS CHRISTOPHER, Lincoln, Plumber April 13 at 12.30 Off Rec, 31, Silver st, Lincoln

SMITH, JOHN GRANTHAM, Bowdon, Cheshire, Beer Retailer April 7 at 2.30 Ogden's chmbrs, Bridge st, Manchester

STUBLEY, JANE ELLEN, Elsecar, nr Barnsley, Corn Miller April 12 at 11 Off Rec, 3, Back Regent st, Barnsley

WILLIS, HUBERT DYETT, Cheltenham, Carrier April 11 at 4 County court bldgs, Cheltenham

ADJUDICATIONS.

APPLEBY, WILLIAM, King st, Hammersmith, Confectioner High Court Pet March 16 Ord March 27

ATKINSON, THOMAS, Penrith, Cumbrid, Draper Carlisle Pet March 28 Ord March 28

BAGNALL, HENRY, Reading, Grocer Reading Pet Feb 10 Ord March 27

BEALL, R C, late Holloway rd, Tailor High Court Pet Jan 21 Ord March 24

BOULTON, HENRY THOMAS, Trent Vale, Staffs, Tile Manufacturer Hanley, Burslem, and Tunstall Pet March 23 Ord March 23
COLEMAN, JOSEPH, Mansfield, Notts, Fish Dealer Nottingham Pet March 29 Ord March 29
CROXTON, JOSEPH, Liverpool, Funeral Furnisher Liverpool Pet March 24 Ord March 27
DAVIES, THOMAS, Llanllwchaiarn, Carmarthenshire, Assistant Coal Merchant Carmarthen Pet March 28 Ord March 28
DICKEN, SAMUEL, Wednesbury, Beerhouse Keeper Walsall Pet March 23 Ord March 29
DIGHT, MARK, Long Eaton, Derbyshire, Joiner Derby Pet March 18 Ord March 28
DOUGHTY, JOSEPH, Peterborough, Baker Peterborough Pet March 29 Ord March 29
DYSON, FRANK, and JOE HARRY DYSON, Halifax, Joiners Halifax Pet March 28 Ord March 28
ELLEN, GEORGE, late of Elham, Kent, Farmer Canterbury Pet March 18 Ord March 28
FREEDMAN, DAVIES, Abercarn, Mon, Furniture Dealer Newport, Mon Pet March 27 Ord March 27
GEE, WALTER, Burton, Westmrld, Tailor Kendal Pet March 29 Ord March 29
GRIFFITH, JOHN, Llanllechid, Carnarvonshire, Butcher Bangor Pet March 28 Ord March 28
GROVER, WALTER, and FREDERICK GROVER, Kentish Town Wharf, Kentish Town, Timber Merchants High Court Ord Mar 2 Pet Mar 27
HARRISON, WILLIAM APPLEBY, Gracechurch street, Gent High Court Ord Jan 23 Pet Mar 28
HESLOP, RICHARD, Armley, Leeds, Plasterer Leeds Pet Mar 28 Ord Mar 28
HICKS, NELLIE, late Westmoreland road, Paddington, Spinster High Court Ord Dec 15 Pet Mar 24
HORNE, JESSIE, Upper Thames street, Ironfounder High Court Ord Mar 3 Pet Mar 27
HUTT, RICHARD, Cambridge, Baker Cambridge Pet Mar 27 Ord Mar 27
KING, ALEXANDER, Newcastle under Lyme, Grocer Hanley, Burslem, and Tunstall Pet Mar 29 Ord Mar 29
KRAHN, HERBERT, Broad street bldgs, Stock Dealer High Court Ord Mar 21 Pet Mar 27
LEAROYD, HENRY, Clifton Villas, Waltham road, Southall, Mechanical Engineer Windsor Ord Mar 14 Pet Mar 28
LISSENDEN, WALTER COOPER, Stockwell Park road, late of Lissenden, Petit, and Evans High Court Ord Jan 30 Pet Mar 28
LONGTHORNE, JAMES KNOWLES, Bradford, Journeyman Joiner Leeds Pet Mar 28 Ord Mar 28
LOVE, JOSEPH, Treorkey, Glam, Furniture Dealer Pontypridd Pet Mar 28 Ord Mar 28
MARSHALL, WILLIAM RAMSAY, South Shields, Machinery Broker Newcastle on Tyne Pet Mar 29 Ord Mar 29
MCLEOD, JOHN, Newport, Mon, Travelling Draper Newport, Mon Ord Mar 13 Pet Mar 28
MILLS, HARCOURT, Brighton, Auctioneer Brighton Ord Feb 27 Pet Mar 29
MORRISON, ESTHER ALICE, Heaton Norris, Lancs, late Smallware Dealer Stockport Pet Mar 28 Ord Mar 28
PACKINGTON, ERNEST IRWIN, Lorne Villas, Somerset road, Teddington, Merchant's Clerk Kingston, Surrey Ord Mar 21 Pet Mar 29
PARKINSON, WILLIAM, and ANDREW GREAME, Wharf rd, Cubitt Town, Millwrights High Court Pet Mar 7 Ord Mar 27
PARTRIDGE, GEORGE, West Bromwich, Machinist West Bromwich Pet Mar 20 Ord Mar 22
PEGG, JOHN, New Eltham, Kent, Greengrocer Greenwich Pet Mar 10 Ord Mar 28
PHILLIPS, HENRY GORVIN, Newport, Mon, Shipwright Newport, Mon Pet Mar 29 Ord Mar 29
PHILLIPS, JOHN COLVILLE, Truro, Cornwall, Coal Merchant Truro Pet Mar 29 Ord Mar 29
PURCELL, JAMES, Seacombe, Cheshire, Baker Birkenhead Pet Mar 9 Ord Mar 27
ROBERTS, ROBERT, Stapenhill, Derbyshire, Commercial Clerk Burton on Trent Pet Mar 27 Ord Mar 27
SAGE, EDGAR, Claremont grdns, Surbiton, Builder High Court Pet Feb 8 Ord Mar 25
SENIOR, WILLIAM, Tingley, Yorks, Smallware Dealer Wakefield Pet Mar 29 Ord Mar 29
SHEPHERD, THOMAS CHRISTOPHER, Lincoln, Plumber Lincoln Pet Mar 27 Ord Mar 27
SOHN, CHARLES EMILE, Borough High st, Hop Merchant High Court Pet Mar 25 Ord Mar 25
STANILAND, FRANK, St Ann's rd, Tottenham, Dairy Farmer Edmonton Pet Mar 25 Ord Mar 27
STANLEY, THOMAS, Willenhall, Staffs, Beerhouse Keeper Wolverhampton Pet Mar 27 Ord Mar 28
WARD, WILLIAM, Irthlingborough, Northamptonshire, Boot Maker Northampton Pet Mar 25 Ord Mar 25
WILLIAMS, CHARLES, Droitwich, Corn Dealer Worcester Pet Mar 28 Ord Mar 28
WILLIAMS, GEORGE FREDERICK, Nottingham, Tailor Nottingham Pet Feb 23 Ord Mar 28
WORT, GEORGE, Bitterne, Hants, Contractor Southampton Pet Mar 29 Ord Mar 29

London Gazette—TUESDAY, April 4.

RECEIVING ORDERS.

ANDREWS, JAMES, Birmingham, Brass Caster Birmingham Pet March 30 Ord March 30
BIRKS, JAMES, and WILLIAM HENSHAW, Leicester, Boot Manufacturers Leicester Pet March 29 Ord March 30
CLARKSON, WILLIAM, Helmsley, Joiner York Pet March 30 Ord March 30
GARDNER, BRIAN SHEPPARD, Torrington ter, North Finchley, Draper Barnet Pet March 8 Ord March 29
HOLLAND, ROBERT SILVESTER, Hadfield, Derbyshire, Mechanic Ashton under Lyne and Stalybridge Pet March 29 Ord March 29
HUNT, EDWARD, Kingston upon Hull, Builder Kingston upon Hull Pet March 2 Ord March 29
HUTCHINGS, SARAH, Blackpool, Fancy Goods Dealer Preston Pet March 30 Ord March 30
JONES, WILLIAM, Pwllheli, Carnarvonshire, Coal Merchant Portmadoc and Blaenau Festiniog Pet March 30 Ord March 30
LEE, THOMAS OLDROYD, Leeds, Book keeper Leeds Pet March 30 Ord March 30
MCPHAIL, HENRY LEONARD, Landport, Builder Portsmouth Pet March 30 Ord March 30
STARK, JOHN, Leicester, Baker Leicester Pet March 17 Ord March 29
STRAW, WILLIAM, Sutton in Ashfield, Notts, Carrier Nottingham Pet March 30 Ord March 30
THOMAS, ELEANOR, Penygraig, Glam, Tea Dealer Pontypridd Pet March 30 Ord March 30
WARD, WILLIAM, Nottingham, Florist Nottingham Pet March 30 Ord March 30

The following amended notice is substituted for that published in the London Gazette of March 28:—

JEFFREYS, JOSEPH, Rodborough, Moseley, Worcs, Outfitter Birmingham Pet Feb 23 Ord March 24

RECEIVING ORDER RESCINDED.

WOOD, Hon HENRY JOHN LINDLEY, Hickleton, near Doncaster, late Lieut-Col 12th Lancers Sheffield Rec Ord Feb 9 Resc March 30

FIRST MEETINGS.

ADDISON, HENRY BRADSTREET, Bardwell, Suffolk, Farmer April 11 at 12 36, Princes st, Ipswich
BIRKS, JAMES, and WILLIAM HENSHAW, Leicester, Boot Manufacturers April 12 at 12.30 Off Rec, 31, Friar lane, Leicester
BROUGH, ELIZABETH, Maindee, Newport, Mon, late Innkeeper April 15 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon
CAMERON, JAMES RICHARD HUBERT, Neath, Glam, Tailor April 14 at 12 Off Rec, 31, Alexandra rd, Swansea
CLARKE, THOMAS DAVID, Bath, Auctioneer April 13 at 12 Christopher Hotel, Bath
CLARKSON, WILLIAM, Helmsley, Yorks, Joiner April 13 at 11.30 Off Rec, York
DAVIES, JOSEPH, Bethesda, Carnarvonshire, Licensed Victualler April 13 at 2.30 Railway Hotel, Bangor
DOUGHTY, JOSEPH, Peterborough, Baker April 12 at 12 Law Courts, New rd, Peterborough
ELLIS, CHARLES CRAVEN, Southsea, Family Grocer April 17 at 12.30 145, Cheapside
HARDING, CHARLES WILLIAM, Kingston upon Hull, Tailor April 13 at 11 Off Rec, Trinity house lane, Hull
HUNTINGDON, JOHN, Roby, Lancs, Farmer April 12 at 2 Off Rec, 35, Victoria st, Liverpool
HUTCHINSON, WILLIAM, Middlesborough, Iron Merchant April 19 at 3 Off Rec, 8, Albert rd, Middlesborough
JORDIN, WILLIAM THOMAS, Aston, Warwickshire, Butcher April 13 at 11 23, Colmore row, Birmingham
KNIGHT, ROBERT KEIGWIN (deceased), late of Bristol, late Grocer April 19 at 11.30
LOOKER, WILLIAM, Bedminster, Bristol, Outfitter April 19 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
MITCHELL, ANDREW COCKBANE, Birmingham, Glass Merchant April 17 at 2.30 23, Colmore row, Birmingham
MORRISON, ESTHER ALICE, Heaton Norris, Lancs, late Smallware Dealer April 12 at 1 County chmbrs, Market place, Stockport
NEWCOMBE, JOHN, Northlew, nr Okehampton, Devon, Yeoman April 14 at 3 10, Athenæum terrace, Plymouth
PARR, JOHN, Bishopston, Glos, Tailor April 19 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
PHILLIPS, JOHN COLVILLE, Truro, Cornwall, Coal Merchant April 11 at 12.30 Off Rec, Boscawen st, Truro
PINHORN, ALFRED, Southampton, Linseed Cake Merchant April 12 at 2 145, Cheapside
RODWELL, SARAH, Bournemouth, Milliner April 11 at 1 Off Rec, Salisbury
STARK, JOHN, Leicester, Baker April 19 at 12.30 Off Rec, 34, Friar lane, Leicester
TAYLOR, HARWOOD, Middlesborough, Labourer April 12 at 3 Off Rec, 8, Albert rd, Middlesborough
WITCHELL, JOSEPH BROWN, Kingswood, Glos, Boot Manufacturer April 19 at 12 Off Rec, Bank chmbrs, Corn street, Bristol
WORT, GEORGE, Bitterne, Hants, Contractor April 12 at 12 Off Rec, 4, East st, Southampton

ADJUDICATIONS.

BIRKS, JAMES, and WILLIAM HENSHAW, Leicester, Boot Manufacturers Leicester Pet March 29 Ord March 30
CLARKSON, WILLIAM, Helmsley, Yorks, Joiner York Pet March 30 Ord March 30
DADDS, JOHN, late of Leeds, Tailor Leeds Pet March 28 Ord March 28
DAVIES, WILLIAM, Swansea, Butter Merchant Swansea Pet March 24 Ord March 29
JAYES, GEORGE, Shortheath, nr Wolverhampton, Grocer Wolverhampton Pet March 23 Ord March 30
JONES, WILLIAM, Pwllheli, Carnarvonshire, Coal Merchant Portmadoc and Blaenau Festiniog Pet March 30 Ord March 30
LANDLESS, JOHN GREENWOOD, Manchester, Tobacconist Manchester Pet March 14 Ord March 30
LEE, THOMAS OLDROYD, Leeds, Book keeper Leeds Pet March 30 Ord March 30
NEWCOMBE, JOHN, Northlew, nr Okehampton, Devon, Yeoman East Stonehouse Pet Feb 28 Ord March 30
RITHERDON, NORTH, Egan villas, Page Green, Tottenham, Commission Agent Edmonton Pet Jan 23 Ord March 28
STRAW, WILLIAM, Sutton in Ashfield, Notts, Carrier Nottingham Pet March 30 Ord March 30
WARD, WILLIAM, Nottingham, Florist Nottingham Pet March 30 Ord March 30

SALES OF ENSUING WEEK.

April 11.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Groundrents (see advertisement, March 25, p. 4).
April 11.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Investment (see advertisement, March 25, p. 4).
April 12.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Ground-rent (see advertisement, March 4, p. 315).
April 13.—Messrs. BALL, NORRIS, & HADLEY, at the Mart, E.C., at 2 o'clock, Freehold Ground-rent (see advertisement, March 25, p. 4).
April 13.—Messrs. GLASIER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Properties and Freehold Ground-rent (see advertisement, April 1, p. 4).

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